



PROOF OF CONCEPT/PRINCIPLE AND MASTER SERVICES TERMS AND CONDITIONS

The following Proof of Concept/Principle and Master Services Terms and Conditions ("Terms") set forth the terms and conditions for the provision by Vizgen, Inc. ("Vizgen") of Vizgen Products and Services to the person or entity (the "Customer") identified in the quote referenced to or referencing these Terms ("Quote") or in a purchase order or in another purchase or confirming document provided to Vizgen identifying the Vizgen Products and Services to be purchased and/or licensed ("Order").

1. DEFINITIONS

1.1 "Arising Intellectual Property" means all inventions, discoveries, improvements, ideas, processes, formulations, products, computer programs, databases, trade secrets, know-how, information, data, documentation, reports, research, creations and all other products and/or materials arising from or made in the performance of Services.

1.2 "Customer Materials and Information" means the Samples, if any, provided for the performance of the Services, which are listed in the Order, along with the Gene Panel and any associated information, data and know-how pertaining to the foregoing, that are transferred to Vizgen by Customer.

1.3 "Final Report" means a report detailing the Results. Any results and data contained in the Final Report will be qualified in accordance with Vizgen's internal procedures.

1.4 "Gene Panel" means the curated list of genes provided to Vizgen by Customer for the conduct of the Services.

1.5 "Order" has the meaning set forth in the Preamble.

1.6 "Results" means the results and data generated during the performance of the Services.

1.7 "Samples" means those biological samples to be provided by Customer as detailed in the Research Plan.

1.8 "Services" means those proof of principle demonstration studies outlined in the Research Plan (attached as the Work Order and incorporated herein by reference and made part of these Terms) to be performed by Vizgen through use of the Vizgen Products and Services.

1.9 "Taxes" has the meaning set forth in Section 5.

1.10 "Vizgen Background Rights" means certain intellectual property rights which Vizgen owns or controls, including patents, trade secrets, know-how, copyrights, trademarks relating to Vizgen Background Information and proprietary Vizgen materials that may be incorporated in Vizgen Products or may be utilized in the performance of Vizgen Services together with any derivatives, modifications, or improvements to any of the foregoing that Vizgen may develop in the course of performing the Services.

1.11 "Vizgen Background Information" means the methods, procedures, strategies and databases, devices, software, reagents and consumables for the generation of the Results.

1.12 "Vizgen Products and Services" means Vizgen's products and services for spatial genomics analysis of specimens together with all associated intellectual property rights.

2. ORDER PLACEMENT. In ordering Vizgen Products or Services, Customer may issue to Vizgen an Order. All Orders must reference the applicable Quote and these Terms and provide sufficient detail to allow Vizgen to fulfill the applicable Order. All Orders are subject to acceptance by Vizgen and will be binding on Vizgen only upon such acceptance. Upon acceptance by Vizgen, an Order cannot be cancelled or modified without Vizgen's prior written consent in each instance. These Terms exclusively govern the purchase of all Vizgen Products and Services identified in the applicable Order, and Vizgen hereby objects to and expressly rejects any conflicting or additional terms in Customer's Order. Customer will keep all pricing or other non-public information provided by Vizgen to Customer completely confidential and will not disclose it to any third party.

3. CUSTOMER MATERIALS AND INFORMATION.

3.1 Customer will supply to Vizgen, in the quantities required by Vizgen, all Customer Materials and Information necessary to perform the Services. Except as otherwise permitted in this Section 3, Vizgen (a) will use the Customer Materials and Information solely for the purpose of performing the Services; (b) will not make Customer Materials and Information available to any third party, and (c) will limit access to the Customer Materials and Information to those employees and contractors under the direct supervision of Vizgen who are involved in the performance of the Services.

3.2 Customer represents and warrants that (a) the Samples were obtained and are provided to Vizgen in full compliance with all applicable laws, rules, and regulations; (b) it has complied with any requirements of an Institutional Review Board in connection with the collection of any human biological samples that are included in the Samples, and (c) it has obtained current and valid informed consent from each donor of any human biological samples that are included in the Samples a sufficient to permit the use of such Samples as contemplated under these Terms.

3.3 Upon completion of the Services, and subject to Section 3.4 below, Vizgen will return or, at Customer's direction and expense, destroy any remaining Customer Materials and Information in Vizgen's possession.

3.4 Notwithstanding anything to the contrary, Vizgen will have the right to include the Gene Panel as part of Vizgen's products and services catalog and to use such Gene Panel in the provision of services to other customers, provided Vizgen does not identify Customer as the source of such Gene Panel.

4. PRICES AND PAYMENT. Customer will pay for Services net thirty (30) days from the date of Vizgen's invoice. Past-due amounts will be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable law. Vizgen may suspend performance of the Services if Customer fails to make a payment when due.

5. TAXES. The prices quoted by Vizgen do not include any sales, use, value-added, registration, excise, withholding and similar taxes, however designated, levied or based on amounts payable to Vizgen, exclusive of taxes based on Vizgen's net income (collectively, "Taxes") and Customer will pay all such Taxes. If Customer claims an exemption from Taxes, Customer must provide written proof, in a form reasonably acceptable to Vizgen, supporting such exemption.

6. INTELLECTUAL PROPERTY

6.1 Customer Materials and Information. Customer owns and/or controls certain proprietary Customer Materials and Information that may be utilized in performance of the Services. Except for Vizgen's limited rights set forth in §§ 3.1 and 3.4, Customer shall remain at all times the exclusive owner of all right, title and interest in the proprietary Customer Materials and Information.

6.2 Vizgen Background Rights. As between the parties, Vizgen is and shall remain at all times the exclusive owner of all right, title and interest in the VIZGEN Background Rights and no right or license in or to the Vizgen Background Rights is hereby granted or implied.

6.3 Final Report and Customer's Intellectual Property. Upon completion of the Services, Vizgen will provide to Customer the Final Report. Customer will, subject the limited license set forth in § 6.4, have full right and title to the Arising Intellectual Property in the Results (i) solely to the extent such Results were generated using Confidential Customer Materials and Information and relate specifically to the spatial genomic analysis of the Samples, and (ii) expressly excluding Vizgen Background Rights.

6.4 Limited License. Customer hereby grants to Vizgen an irrevocable, royalty-free, fully paid-up, non-exclusive right and license, to use the Results generated in the course of the Services solely for Vizgen internal research purposes to assess quality, develop, improve, and troubleshoot Vizgen Products and Services and data generated from Vizgen Products and Services.

6.5 Publications Review. Prior to the publication of information contained in the Final Report including the Results, Customer will give Vizgen the opportunity to review such publication to ensure no confidential information related to Vizgen Background Information is included.

6.6 Attribution in Publications. In each publication or public presentation by Customer that includes any of the Results, Customer will attribute the generation of the Results to Vizgen and will acknowledge the use of the Vizgen Products and Services in any publication. Customer acknowledges and agrees that on the earlier of (i) Customer's written consent, not to be unreasonably withheld, or (ii) the publication by Customer

of the Results, Vizgen shall have the right to publish such Results in promotional materials.

7. WARRANTIES

7.1 The Services will be conducted in a workmanlike manner, and in accordance with generally accepted industry standards. Customer's sole and exclusive remedy and the entire liability of Vizgen under this Section 7.1 will be the re-performance of any Services not performed in such manner. Any claim under this Section 7.1 must be made within thirty (30) days after the completion of the applicable Services.

7.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, (a) THE FINAL REPORT AND SERVICES ARE PROVIDED "AS-IS", AND (b) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, VIZGEN DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE FINAL REPORT OR THE SERVICES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE EXPERIMENTAL IN NATURE AND THAT VIZGEN PROVIDES NO GUARANTEE THAT SPECIFIC RESULTS WILL BE ACHIEVED OR THAT THE FINAL REPORT AND RESULTS WILL MEET ALL EXPECTATIONS OF CUSTOMER.

8. LIMITATION OF LIABILITY

8.1 No Consequential Damages. EXCEPT FOR LIABILITY ARISING FROM CUSTOMER'S FAILURE TO KEEP ANY PRICING OR OTHER NON-PUBLIC VIZGEN INFORMATION CONFIDENTIAL, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Limitation. THE TOTAL LIABILITY OF VIZGEN ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO VIZGEN FOR THE SERVICES GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

8.3 Application. The limitations set forth in this Section 8 will apply notwithstanding any failure of essential purpose of any limited remedy. Any claim arising out of or in connection with these Terms may not be commenced more than one (1) year after the occurrence of the events giving rise to such claim.

9. TERM AND TERMINATION

9.1 Term. These Terms and any Order will become effective upon the date such Order is accepted by Vizgen and will expire upon completion of the Services set forth in such Order.

9.2 Termination. Either party may terminate these Terms or an Order at any time where the other party is in material breach of its obligations under these Terms or an Order and such party

fails to cure such material breach within fifteen (15) days after written notice is given by the non-breaching party. In addition, Vizgen may terminate these Terms or any Order at any time upon written notice to Customer if, in Vizgen's reasonable judgment, Vizgen will be unable to perform the Services due to technical or scientific impossibility.

9.3 Survival: The provisions of §§ 1, 3.3, 3.4, 4 (with respect to any payment obligations that accrued prior to the effective date of termination), 5, 6, 7.2, 8, 9.3, 9.3, and 10 will survive any termination of these Terms.

10. MISCELLANEOUS

10.1 Independent Contractors. The relationship of Vizgen to Customer is that of independent contractors and neither party has any authority to obligate or bind the other party by contract or otherwise.

10.2 Governing Law. These Terms will be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles that would result in the application of the laws of another jurisdiction. The UN Convention on Contracts for the International Sale of Goods will not apply.

10.3 Entire Agreement. These Terms including all documents incorporated herein by reference and the applicable Order constitute the entire agreement of the parties with respect to their subject matter, supersede all prior agreements other than any pre-existing confidentiality and/or non-disclosure agreements between the parties, and communications, written or oral, between the parties with respect to such subject matter and represent the complete integration of the parties' agreement. Notwithstanding the foregoing, if an Order with conflicting or additional terms or conditions is determined by a court of competent jurisdiction to be part of the agreement between the parties with respect to their subject matter, then the parties' agreement shall consist of the following documents in accordance with the following order of priority dictating any conflict among them: (1) the applicable Quote, (2) these Terms, (3) those terms of the applicable Order that are consistent with the Quote and these Terms, and (4) any other conflicting or

additional terms and conditions contained in or incorporated by reference into the Order. If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions will not be affected or impaired. These Terms may be modified only by a written agreement executed by authorized officers of each party. No delay or omission to exercise any right or remedy accruing to Vizgen upon any breach or default of Customer will impair that right or remedy, or be construed to be a waiver of any breach or default.

10.4 Assignment. Neither party may assign these Terms without the prior written consent of the other party and any such attempted assignment will be void; provided, however, that Vizgen may assign its rights and obligations under these Terms to an entity that acquires all or substantially all of its business or assets relating to these Terms whether by sale, merger, operation of law or otherwise. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

10.5 Notices. Any notice under these Terms must be in writing and is deemed given upon receipt if mailed first class, postage prepaid or delivered by overnight express or other delivery service, to the receiving party at the address listed in the applicable Order.

10.6 Force Majeure. Except for the obligation to pay monies due and owing, neither party will be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, labor disputes, shortages of supplies, fire, war, disruption related to terrorism, epidemics, or delays of common carriers. The obligations and rights of the excused party will be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

10.7 No Strict Construction; Headings; Interpretation. These Terms will not be strictly construed against either party. The Section headings are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of these Terms. The words "include," "includes" and "including" when used in these Terms are deemed to be followed by the phrase "but not limited to".