

## 1 Application

These General Terms and Conditions shall apply to the provision of services and results thereof (e.g. data, results of data analysis, library for sequencing) by SCellex Oy (the "Supplier") unless in some respects otherwise agreed upon in writing in the associated agreement (the "Agreement").

The "Customer" means the customer of the Supplier to whom the Supplier provides the services and/or results thereof. The Supplier and the Customer together are the "Parties" of the Agreement.

The Agreement becomes effective (i) when duly signed by both Parties, (ii) upon Customer's acceptance of Supplier's offer or order confirmation or (iii) upon Supplier's confirmation of the Customer's order in writing or by initiating performance of services. Unless expressly agreed to in writing by the Supplier, offers are valid for 30 days and application of any other terms is excluded

## 2 Delivery

Estimated turnaround time of sequencing ready libraries is 2–4 weeks from the date the Supplier received and accepted Customer's sample(s). Estimated turnaround time for the data analysis is 2-4 weeks from the date the Supplier received results of sequencing. However, such analysis is not available for human samples, unless otherwise expressly agreed.

Unless otherwise expressly indicated in the Agreement, results of services will be delivered by making them available to Customer - or to a third party as instructed by Customer - digitally or otherwise, as appropriate. The Supplier may provide further instructions on how academic Customer may access the results or software at CSC SD Desktop, which may require Customer account and/or other additional measures. Supplier will retain samples and results for 30 days after delivery and may delete and destroy them thereafter, unless otherwise agreed.

All delivery dates are non-binding estimates and delays may occur. Supplier will notify Customer of significant delays. The Supplier shall not be responsible for any loss or damage caused by any delay in delivery irrespective of the cause of such delay.

## 3 Prices

To the extent the Supplier's offer or Agreement does not contain applicable prices or charges, the Supplier's latest price list at the time the Agreement becomes effective will be applied. Additional charges may apply for expedited services, reprocessing, or shipping.

All prices, fees and charges are expressed and invoiced in EUR and exclusive of value added tax, withholding tax or any other taxes, custom duties, custom clearances, public charges or delivery or delivery costs or transportation costs. These will be added to the prices, fees and charges and shall be payable in addition to the fees and prices as accrued and in accordance with the then current applicable laws and regulations.

## 4 Payment Terms

The Supplier may deliver results in parts and issue an invoice after each result, which invoice shall be paid without regard to prior or subsequent results. In particular, service may be invoiced in full once sequencing ready library has been prepared by the Supplier. Customer's payment shall take place in fourteen (14) days from the date of invoice. The Supplier retains title and ownership to the results until the Supplier has received full payment.

Interest on overdue payments accrues 10% p.a. In the event the Customer delays payment, the Supplier may suspend delivery of results and services upon notification.

## 5 Customer Obligations

The Customer is responsible for sequencing and related costs, as well as that all Supplier's instructions and guidelines are

complied with, e.g. related to sampling, sample preparation and handing as well as sample deliveries. The Customer is responsible for delivering samples to the Supplier and costs related thereto. In the event of any error or mistake in sampling, sample preparation, handing, or delivery, the Customer shall be responsible for any arising expenses. Furthermore, the Supplier reserves the right to reject samples that do not meet quality or quantity requirements.

Customer acknowledges and agrees that services and results thereof are for research use only and provided for Customer's internal research use only. Customer may not use any services or results for clinical, therapeutic or diagnostic procedures or purposes.

## 6 Warranty

Customer must make any and all claims for errors and defects within 30 days from the delivery of respective results, otherwise the right to make any claims or to receive compensation is lost.

The services, results thereof and any software are provided strictly "AS IS" without any warranty, express or implied, whatsoever, including but without limitation to warranties of merchantability, fitness for any particular purpose, performance or non-infringement, and Customer shall assume the entire risk for use thereof. The Supplier is not liable for any errors in the services, results, software or consequences thereof.

Should the Supplier expressly agree to any other warranty in writing, the Supplier's responsibilities and liabilities for errors and defects in service, results and software shall always be limited to repair, reperformance or replacement of service, result or software or to reasonable refund, at Supplier's sole discretion and choice.

The duties set forth in this section define Supplier's sole responsibilities and liabilities as well as exclusive remedies available for the Customer in case of any error, mistake or deficiency in the services, results thereof or software.

## 7 Intellectual Property Rights and Trademarks

The Supplier retains all patent, trademark and other intellectual property rights to the Supplier services and software.

Customer retain ownership of their submitted samples and receives ownership to results of services in consideration of payment of applicable prices or charges.

## 8 Limitations of Liability

In no event shall the Supplier be liable for any indirect, incidental, punitive or consequential loss or damage (such as loss of profits or sale). The Supplier's maximum liability for any and all damages and costs arising out of or related to the Agreement shall be limited to the refund of fees the Customer paid the Supplier for the deficient software or service giving rise to the liability. Limitations of liability do not apply for damages caused by breach of confidentiality obligation or willful misconduct or gross negligence or breach of Supplier intellectual property rights. All claims must be presented at the latest 1 year from the respective delivery of software or service or occurrence of other event that gives rise to the liability. Customer agrees to indemnify Supplier against claims arising from misuse of sequencing data or other results.

## 9 Confidentiality and Data Protection

The Parties shall not use, except for the purpose of the Agreement, or communicate to third parties, any information or material of the other Party, whether of a commercial, technical or other nature, which they in any way have received or become aware of in the course of the Agreement and which is either marked confidential or may be reasonably understood to be of confidential nature. All Customer data and sample information are treated as confidential, stored securely and access thereto is restricted to authorized personnel only.

The Supplier shall not receive or process personal data as part of service, unless otherwise agreed.

**10 Force Majeure**

Neither party shall be liable for delay and damage caused by an impediment beyond the Party's control and which the Party could not have reasonably taken into account and avoided.

**11 Severability**

If any section, paragraph, provision or clause or any portion thereof in this Agreement shall be found or be held to be invalid or unenforceable in any applicable jurisdiction, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

**12 Entire Agreement, Changes and Cancellation**

The Agreement constitutes the final and complete understanding of the Parties with respect to the subject matter hereof, superseding all prior oral or written communications between them, and neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. Any changes, amendments and additions to the Agreement shall be made in writing.

Either Party shall be entitled to cancel the Agreement if the other Party materially breaches the terms of the Agreement. If the breach is capable of being remedied, the Agreement may be terminated only if the Party in breach has not rectified its' breach within 30 days from the notice.

**13 Governing Law and Jurisdiction**

The Agreement is governed by the substantive laws of Finland. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English

In lieu of arbitration, the Supplier is entitled to collect receivables in the district court of Helsinki or that of defendant's domicile.