

## GENERAL TERMS AND CONDITIONS FOR RESEARCH TESTING

1. Applicability.
  - 1.1 These terms and conditions for research testing services (these "**Terms**") are the only terms that govern the provision of services by Inocras Inc. ("**Inocras**") to the customer ("**Customer**") to whom Inocras has issued an order confirmation incorporating these Terms by reference (the "**Order Confirmation**").
  - 1.2 The Order Confirmation and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern, unless the Order Confirmation expressly states that the terms and conditions of the Order Confirmation shall control.
  - 1.3 These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
2. Services. Inocras shall provide the services to Customer as described in the Order Confirmation (the "**Services**") in accordance with these Terms.
3. Performance Dates. Inocras shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.
4. Customer's Obligations. Customer shall:
  - 4.1 provide, in a timely manner, samples and information that are necessary for Inocras to carry out the Services and ensure that such Customer materials or information are complete, accurate, and of sufficient quality in all material respects;
  - 4.2 cooperate with Inocras in all matters relating to the Services as may reasonably be requested by Inocras, for the purposes of performing the Services;
  - 4.3 respond promptly to any Inocras request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Inocras to perform Services in accordance with the requirements of this Agreement; and
  - 4.4 comply with all applicable laws in relation to the Services, including by obtaining and maintaining all necessary licenses and consents, before the date on which the Services are to start.
5. Customer's Acts or Omissions. If Inocras's performance of its obligations under this

Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Inocras shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Change Orders.

6.1 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Inocras shall, within a reasonable time after such request, provide a written estimate to Customer of:

6.1.1 the likely time required to implement the change;

6.1.2 any necessary variations to the fees and other charges for the Services arising from the change;

6.1.3 the likely effect of the change on the Services; and

6.1.4 any other impact the change might have on the performance of this Agreement.

6.2 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 29.

6.3 Notwithstanding Section 6.1 and Section 6.2, Inocras may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

6.4 Inocras may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Order Confirmation.

7. Fees and Expenses; Payment Terms; Interest on Late Payments.

7.1 In consideration of the provision of the Services by Inocras and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.

7.2 Customer agrees to reimburse Inocras for all reasonable travel and out-of-pocket expenses incurred by Inocras in connection with the performance of the Services.

7.3 Customer shall pay all invoiced amounts due to Inocras within 30 days from the receipt of Inocras's invoice. Customer shall make all payments hereunder in US dollars by wire transfer, check, or other means of payment as set forth on each invoice.

- 7.4 In the event payments are not received by Inocras after becoming due, Inocras may:
- 7.4.1 charge interest on any such unpaid amounts at a rate of 2.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and
  - 7.4.2 suspend performance for all Services until payment has been made in full.
8. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.
9. Results, Inocras Platform. Customer has the right to utilize the data and information produced and reported by Inocras from the provision of Services (the “Results”) in connection with its research. Customer agrees that Inocras retains and shall own all right, title and interest in and to the Inocras Platform and any computer programs, software, documentation, copyrightable work, discoveries, inventions or improvements developed or made by Inocras solely, or with others, in connection with the Services. The “Inocras Platform” means the hardware, software, systems, tools, databases, database processes, reporting methodology, testing procedures and other technology utilized by or for Inocras in the operation or provision of Services.
10. Confidential Information.
- 10.1 All non-public, confidential or proprietary information of Inocras, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Inocras to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Inocras. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.
  - 10.2 Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.
  - 10.3 Inocras shall be entitled to injunctive relief for any violation of this Section.
11. Business Associate Agreement. If and to the extent required under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (“HIPAA”), the parties shall enter into an industry standard business associate agreement covering the use and protection of any Protected Health Information as such term is defined under HIPAA (the “BAA”). However, notwithstanding anything to the contrary in this Agreement or the BAA, (i) Customer

hereby grants to Inocras a non-exclusive, non-transferable right and license to use the information, data and other content provided to Inocras in connection with the Services for the purpose of performing Inocras's obligations hereunder; (ii) Inocras may use, analyze and disclose Protected Health Information: (a) for the health care operations and billing of Customer, Inocras and its affiliates, (b) as otherwise permitted under HIPAA (including to perform data aggregation and for the public health activities and purposes described in 45 C.F.R. § 164.512(b)), and/or (c) as otherwise permitted under applicable patient consents/authorizations; and (iii) Inocras may de-identify Protected Health Information and/or create "Limited Data Sets" in accordance with 45 C.F.R. § 164.514. Customer acknowledges and agrees that de-identified information is not Protected Health Information and that Inocras may use such de-identified information for any lawful purpose.

12. Representation and Warranty.

- 12.1 Inocras represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- 12.2 Inocras shall not be liable for a breach of the warranty set forth in Section 12.1 unless Customer gives written notice of the defective Services, reasonably described, to Inocras within 10 days of the time when Customer discovers or ought to have discovered that the Services were defective.
- 12.3 Subject to Section 12.2, Inocras shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate.
- 12.4 **THE REMEDIES SET FORTH IN SECTION 12.3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND INOCRAS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12.1.**

13. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12.1 ABOVE, INOCRAS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

14. Limitation of Liability.

- 14.1 **IN NO EVENT SHALL INOCRAS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT INOCRAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- 14.2 **IN NO EVENT SHALL INOCRAS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO INOCRAS IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14.3 The limitation of liability set forth in Section 14.2 above shall not apply to liability resulting from Inocras's gross negligence or willful misconduct.
15. Termination. In addition to any remedies that may be provided under this Agreement, Inocras may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:
- 15.1 fails to pay any amount when due under this Agreement and such failure continues for 10 days after Customer's receipt of written notice of nonpayment;
- 15.2 has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- 15.3 becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
16. Insurance. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Inocras's request, Customer shall provide Inocras with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. Customer shall provide Inocras with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Inocras's insurers and Inocras.
17. Compliance with Laws and Regulations. Each of the parties shall perform their respective obligations in compliance with all applicable federal, state and local laws, regulations,

ordinances and safety codes, including but not limited to all laboratory licensing requirements and all regulations regarding patient safety and confidentiality. The rights and obligations of each party under this Agreement is subject to the export control laws of the United States which include, without limitation, the U.S. Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as amended from time-to-time (collectively, the "Export Control Laws"). All actions taken by each party in furtherance of fulfillment of this Agreement will be in compliance with applicable Export Control Laws. Neither party shall license or otherwise make available any intellectual property to any parties located in Iran, Cuba, North Korea, Syria, Sudan or any other countries prohibited under U.S. embargoes or sanctions programs maintained by the OFAC or otherwise prohibited under the Export Control Laws. In addition, neither party shall license or otherwise make available any intellectual property to any parties that are named as a "Specially Designated National" or "Blocked Person" as designated by the OFAC. Each party further agrees that it will cooperate fully with the other party in furnishing the other party with all necessary information and certificates, including End User certificates, that the other party may require in order to obtain licenses, comply with export recordkeeping requirements and otherwise comply with the Export Control Laws.

18. Waiver. No waiver by Inocras of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Inocras. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably

practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon 10 days' written notice.

20. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Inocras. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. Non-Solicitation. Customer agrees that during the term of this Agreement, for a period of twelve (12) months thereafter, Customer shall not, directly or indirectly, on Customer's own behalf or on behalf of any third party, (a) solicit, encourage or induce any employee or consultant of Inocras to terminate his or her employment or engagement with Inocras or (b) hire any person who was in the employment of Inocras at any time during a twenty-four (24) month period immediately prior to the date of hire by Customer or third party.
23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.
25. Arbitration.
  - 25.1 If the Customer's address as found in the Order Confirmation is within the United States of America, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as may be required by law, the parties shall preserve the confidentiality of all aspects of the arbitration, and shall not disclose to a third party (other than disclosure to affiliate(s) of a party on a need-to-know basis and

such affiliate(s) are informed of the confidential nature of such information and are instructed to keep such information confidential), all information made known and documents produced in the arbitration not otherwise in the public domain, all evidence and materials created for the purpose of the arbitration, and all awards arising from the arbitration, except, and to the extent that disclosure is required by law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.

- 25.2 If the Customer's address as found in the Order Confirmation is outside the United States of America, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Section. The parties agree that any arbitration commenced pursuant to this Section shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. Except as may be required by law, the parties shall preserve the confidentiality of all aspects of the arbitration, and shall not disclose to a third party (other than disclosure to affiliate(s) of a party on a need-to-know basis and such affiliate(s) are informed of the confidential nature of such information and are instructed to keep such information confidential), all information made known and documents produced in the arbitration not otherwise in the public domain, all evidence and materials created for the purpose of the arbitration, and all awards arising from the arbitration, except, and to the extent that disclosure is required by law or regulation, is required to protect or pursue a legal right or is required to enforce or challenge an award in legal proceedings before a court or other competent judicial authority.
26. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid).
27. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
28. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality and Survival.
29. Amendment and Modification. This Agreement may only be amended or modified in a



writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.