

**BIOSKRYB GENOMICS, INC. KICK START YOUR RESEARCH INITIATIVE  
TERMS AND CONDITIONS FOR SINGLE-CELL AMPLIFICATION SERVICES  
FOR NON-CLINICAL RESEARCH USE ONLY**

**Definitions:**

BioSkryb is individually referred to as a "**Sponsor**."

**"BioSkryb Services"** BioSkryb offers products and laboratory services that provide single cell analysis.

**"Agreement"** means these terms and conditions, any applicable Quotation, Sales Order, Sample Submission Form, or Statement of Work, and/or any Supplementary Terms;

**"Customer"** means any person or entity purchasing the Single-Cell Amplification Services from BioSkryb and is defined as any researcher or member of an eligible consortia that receives an award as part of the Promotion. BioSkryb Genomics can also be referred to as "BioSkryb," "Service Provider," "Seller" or "Vendor" interchangeably;

**"Deliverables"** means sequencing-ready libraries and/or work product that are specific to the Samples and generated in performance of the Single-Cell Amplification Services as specified in the Sales Order and/or Statement of Work;

**"Promotion"** is defined as the 2 grants that will be awarded to the Customers.

**"Promotional Period"** is the period (April 22nd - June 20th, 2025) during which BioSkryb will solicit and receive applications for 60 days following the public announcement of the Promotion.

**"Purchase Order"** is a written document provided by Customer for purchasing the Single-Cell Amplification Services;

**"Quotation"** means a written document provided by BioSkryb prior to Customer purchasing the Single-Cell Amplification Services;

**"Sales Order"** means a confirmation of sale document issued by BioSkryb to Customer concerning particular Single-Cell Amplification Services;

**"Samples"** means materials provided by Customer to BioSkryb for which Single-Cell Amplification Services are performed, as described in applicable Sales Order and/or Statement of Work;

**"Single-Cell Amplification Services"** means all preparation of sequencing-ready libraries that are specified in a Sales Order and/or a Statement of Work;

**"Statement of Work"** or SOW means a written document describing scope of the Single-Cell Amplification Services, including sample information and Deliverables; and

**"Supplementary Terms"** means any additional software licenses, limited use label licenses, or other additional terms in documentation accompanying the Agreement.

**Acceptance.** This Agreement shall constitute the entire agreement and understanding between Customer and BioSkrbyb and shall exclusively govern the ordering, purchase, and provision of the Single-Cell Amplification Services, and shall override any conflicting terms contained in any other purchase orders, invoices, or similar documents, which are hereby rejected and shall not apply to any Single-Cell Amplification Services. BioSkrbyb's failure to object to any such terms shall not constitute a waiver by BioSkrbyb, nor constitute acceptance by BioSkrbyb of such terms and conditions.

**Samples.** Customer shall deliver Samples and related information to BioSkrbyb in a timely manner within 90 days of Promotion notification. Customer represents and warrants that i) all information provided is accurate; ii) all Samples and information related thereto are collected in compliance with any applicable law, statute, rule, or regulation; iii) the transfer of such Samples and related information to BioSkrbyb and Ultima will not violate any applicable law, statute, rule, or regulation; and iv) it has all the necessary consents and approvals for BioSkrbyb to perform the Single-Cell Amplification Services and provide the Deliverables. Customer further warrants that Samples meet the standards (e.g., in quality and quantity) set forth in the Sales Order and/or a Statement of Work;. Customer will not provide any identifiable personal information, including Protected Health Information (PHI), to the BioSkrbyb under any circumstances and will ensure that all Samples and related information are fully anonymized or de-identified.

**Single-Cell Amplification Services.** Single-Cell Amplification Services and payment terms shall be specified in a Sales Order issued by the BioSkrbyb following Company's submission of a Purchase Order. The scope of work for each Sales Order will be detailed in a corresponding "Statement of Work" (SOW). Single-Cell Amplification Services may be subject to additional software licenses, limited use label licenses, or other additional terms in documentation accompanying the Agreement ("Supplementary Terms").

**Deliverables.** Deliverables will be Customer's Proprietary Information. BioSkrbyb shall use commercially reasonable efforts to start and complete all Single-Cell Amplification Services within the agreed timelines to provide the Deliverables to Customer and will notify Customer if substantial delays are likely.

- A. BioSkrbyb shall provide the Deliverables to Customer by mutually agreed upon methods. The Deliverables shall be owned by the Customer and will be the Proprietary or Confidential Information of the Customer.
- B. BioSkrbyb will comply with all applicable laws and regulations applicable to the Single-Cell Amplification Services. BioSkrbyb may delegate the performance of the Sequencing Services, or any portion thereof, to an affiliate or authorized subcontractor.
- C. Customer understands that the Single-Cell Amplification Services are not performed, and the Deliverables are not produced, in accordance with good manufacturing practices or good laboratory practices under the United States Food and Drug Administration ("FDA"), the Israeli Ministry of Health the Medicines and Healthcare Products Regulatory Agency (MHRA), the European Medicines Agency (EMA), or any other similar laws or regulations applicable in other jurisdictions. Customer acknowledges that the Deliverables are intended solely for non-clinical research purposes and not for any clinical, diagnostic, or therapeutic use.
- D. Customer shall select libraries for deep sequencing that meet or exceed BioSkrbyb QC standards. This constitutes accepted deliverables by the Customer. Libraries will be shipped to Ultima for deep sequencing and Ultima shall deliver to Customer.

**Limited Use.** BioSkryb shall use the Samples only for the purposes of performing the Single-Cell Amplification Services. The Customer shall use the Deliverables for research use only, not for use in diagnostic procedures, and not for use in humans, and in accordance with the terms and conditions of the Agreement and all applicable laws and regulations. Customer shall not transfer to or permit any third party to use the Deliverables regardless of whether such transfer or commercial use of Deliverables is for research purposes of Customer; provided, however, that Customer may include data derived from the Deliverables in support of applications for state, federal, institutional, or non-profit organization grants. Customer also agrees not to directly or indirectly provide the Deliverables, or any information derived therefrom to any entity, or destination, or for any use without obtaining all necessary consents and approvals, and ensuring full compliance with all applicable laws and regulations, including without limitation export control and trade sanctions laws and regulations. Any breach of these restrictions shall result in immediate termination of this Agreement.

**Payment.** Unless otherwise specified in the SOW or Sales Order, BioSkryb will provide Customer with an invoice upon provision of the Deliverables. If Deliverables cannot be provided due to the Samples' failing to meet any specified standard (e.g., in quality or quantity), Customer shall still be liable to pay for the Single-Cell Amplification Services rendered. All invoices issued by BioSkryb are due and payable within thirty (30) days of the date of the invoice except as otherwise specified. Customer is responsible for any reasonable costs of collection (including collection agency fees and attorneys' fees) incurred by BioSkryb. If payment of any invoice is overdue, BioSkryb may also suspend performance until such delinquency is corrected.

**Ownership and Intellectual Property.** As between the Parties, Customer shall own all rights, title and interest in and to all Deliverables to the extent specific to the Samples (and not associated with BioSkryb's proprietary technology or materials). Notwithstanding the foregoing, each Party retains ownership of its respective intellectual property that existed prior to the Effective Date of this Agreement or that was subsequently developed independently of this Agreement, without using the other Party's confidential or proprietary information.

**Independent Contractor:** Notwithstanding any provision herein to the contrary, the Parties hereto are and shall remain independent contractors. Nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer and employee, or joint venturers. Neither Party shall have any authority to bind or obligate the other Party in any manner whatsoever, nor shall either Party hold itself out as having such authority. Each Party is responsible for its own acts and omissions, and the acts and omissions of its respective employees, agents, and subcontractors.

**Term, Termination and Modification.** Unless earlier terminated as provided herein, this Agreement shall remain in effect until the completion of the Single-Cell Amplification Services. Changes to the Single-Cell Amplification Services and any possible changes in schedules and fees must be agreed upon by both Parties in writing and signed by representatives of both Parties. Customer may terminate any SOW upon a 30-day prior written notice to BioSkryb. BioSkryb may terminate the Agreement if (a) Customer breaches any material provision of the Agreement and fails to remedy the breach to the satisfaction of BioSkryb within fifteen (15) days after written notice thereof; (b) BioSkryb is unable to obtain third party materials or technology specified in the SOW, for reasons beyond

BioSkryb's reasonable control; (c) BioSkryb determines that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Single-Cell Amplification Services, or (d) Customer is or is deemed by law to be unable to pay its debts or perform its obligations under the Agreement. Termination of Single-Cell Amplification Services in progress shall result in a partial charge commensurate with the percentage of Single-Cell Amplification Services completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the SOW. Upon any termination, BioSkryb shall promptly cease all use of and return or properly destroy all Samples, but the confidentiality and non-use obligations of this Agreement (and any remedies for any breach hereof) shall otherwise survive. Customer shall pay any charges owed according to payment terms set forth in this Agreement. The payment obligations, including any accrued interest, shall survive the termination of this Agreement.

**Confidentiality and No Use Obligations.** The term "Proprietary Information" or "Confidential Information" means all scientific, technical, regulatory, and business information disclosed by one Party (the "Disclosing Party") to the other Party ("Receiving Party") relating to the Samples (including all Deliverables). Except as expressly authorized under this Agreement, Receiving Party shall not use or disclose any Proprietary Information without the Disclosing Party's prior written consent. Receiving Party shall use reasonable efforts to safeguard Proprietary Information against unauthorized access, use, or disclosure (including ensuring that its employees who access the Proprietary Information (i) have a need to know for the purposes permitted hereunder and (ii) are bound by similarly protective obligations to those herein). Receiving Party shall be liable for any breach of this Agreement by any of its personnel. However, Receiving Party's obligations set forth in this paragraph shall not apply to any information that:

- A. was already known to Receiving Party prior to the time of first disclosure, as demonstrated by written documentation;
- B. at the time of disclosure is generally publicly available; or after the date of the disclosure becomes generally publicly available other than through breach of this Agreement;
- C. it receives without any obligation of confidentiality from a third party having a legal right to disclose the same; or
- D. is independently developed by Receiving Party employees without access to such information, as demonstrated by written documentation.

Receiving Party may disclose Proprietary Information to the extent required by a legally enforceable order, direction, or other regulation ("Order"), provided that Receiving Party promptly notifies Disclosing Party in writing in advance of such disclosure and discloses only that Proprietary Information necessary to comply with such Order.

**No Additional Warranties.** UNLESS OTHERWISE PROVIDED HEREIN, THE SAMPLES, DELIVERABLES, AND PROPRIETARY INFORMATION MAY BE PRELIMINARY OR EXPERIMENTAL IN NATURE AND ARE PROVIDED "AS IS," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. NEITHER CUSTOMER NOR BIOSKRYB WILL MAKE ANY PROMISE OR WARRANTY THAT THE SAMPLES OR DELIVERABLES WILL MEET EITHER PARTY'S REQUIREMENTS OR THAT ANY DELIVERABLES CAN BE ACHIEVED.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BIOSKRYB WILL NOT BE LIABLE HEREUNDER, UNDER ANY LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS OR LOSS OF BUSINESS, EVEN IF BIOSKRYB HAD NOTICE OF THE POSSIBILITY THEREOF.

BIOSKRYB'S LIABILITY TO CUSTOMER FOR BREACH OF ANY PROVISION OF THE AGREEMENT, EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THE WARRANTY IN SECTION 10 (FOR WHICH LIABILITY IS LIMITED TO REPERFORMANCE OR REFUND AS SPECIFIED THEREIN), AND WILL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEE PAID FOR THE APPLICABLE SERVICES.

**Indemnification:** Customer will indemnify and hold harmless BioSkryb, its affiliates and its and their respective officers, directors, employees, agents, and representatives from and against any and all losses, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) resulting from any claims, demands, actions or other proceedings made or instituted by a third party to the extent arising out of or resulting from (a) Samples or use thereof in performance of the Single-Cell Amplification Services as specified in the SOW; (b) Customer's use of the Deliverables; and/or (c) the manufacture, sale, use (or misuse), and possession of any product or service based in whole or part on Customer's reliance on Deliverables or any portion or derivative thereof.

**Assignment:** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, provided that each party may assign this Agreement in connection with the sale of all, or substantially all, of its business or assets to which this Agreement relates without the other party's consent. This Agreement will be binding upon and inure to the benefit of the Parties' successors, representatives and permitted assigns.

**Force Majeure.** If a Party is prevented from complying, either totally or in part, with any of the terms or provisions set forth herein by reason of force majeure, including, by way of example and not of limitation, fire, flood, explosion, storm, earthquake, strike, lockout or other labor dispute, riot, war, rebellion, terrorist act, accidents, acts of God, failure of suppliers or any other similar cause, in each case to the extent beyond its reasonable control, said Party will promptly provide written notice of same to the other Parties. Such notice will identify the requirements of this Agreement or such of its obligations as may be affected, and such obligations will be suspended during the period of such disability, provided that the Party prevented from performing hereunder will use reasonable efforts to remove such disability and will continue performance whenever such causes are removed. The Party so affected will give to the other Party a good faith estimate of the continuing effect of the force majeure condition and the duration of the affected Party's nonperformance.

**Notice.** All notices under this Agreement shall be in writing and shall be deemed given (i) when personally delivered; (ii) three days after being sent by prepaid certified or registered U.S. mail postal service, return receipt requested, postage prepaid; or (iii) when sent by email to the email address if sent during normal business hours of the recipient, if not, then on the next Business Day. Mailing addresses and/or email addresses of the parties will be specified in the Sales Order.

**General.** This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties about this subject matter. No waiver, consent, or modification will bind either Party unless in writing and signed by the Party against which enforcement is sought. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that it will otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to the conflict of laws provisions thereof.