

PRODUCT SALES TERMS AND CONDITIONS

(Effective June 19, 2018)

Purchase Orders. Unless otherwise specifically stated in the applicable Sales Quotation, the offer and any resulting sale of the products specified in the Sales Quotation (the "Products") by Canon BioMedical, Inc. (the "Company") will be strictly conditioned upon the Customer's acceptance of all of the following terms and conditions (the "Terms and Conditions"). The issuance of purchase order documents against a Sales Quotation will constitute an acceptance of such Sales Quotation and these Terms and Conditions, and not a counteroffer, and will create a binding sales agreement, subject to final credit approval by the Company. The Company hereby rejects any and all terms and conditions on any purchase orders, invoices or similar documents submitted by the Customer which purport to reject, modify, or supplement these Terms and Conditions, and such terms will be null and void, regardless of any course of dealing between the Company and the Customer or usage of trade in the industry. The Company's failure to object to any such terms or conditions will not constitute a waiver by the Company, nor constitute acceptance by the Company of such terms and conditions. The Sales Quotation supersedes all previous quotations made by the Company, and will be null and void unless accepted by the Customer by date set forth in the applicable Sales Quotation.

Prices; Payment Terms. The prices for the Products will be in U.S. Dollars and will be as set forth in the applicable Sales Quotation. All shipping and handling costs, and any present or future excise, sales, use or other similar taxes of any federal, state, local, or foreign governmental authority pertaining to the Products will be paid by the Customer and included in the Company's invoice for such Products, unless the Customer provided the Company with a tax exemption number or, at the Company's request, a valid tax exemption certificate. The Customer hereby agrees to defend, indemnify, and hold the Company harmless from any claim, loss, damage, liability, or expense incurred with regard to the payment of any such taxes. Payment terms will be net thirty (30) days from the date of the Company's invoice, without any demand, set off, or deduction whatsoever.

Delivery; Shipment; and Title and Risk of Loss for the Products. Title and risk of loss with respect to any particular Product will pass to the Customer upon delivery of such Products by the Company to the carrier for delivery to the Customer. The Company will make reasonable effort to ship the Products in accordance with the delivery dates mutually agreed upon by the Company and the Customer. The Customer agrees, however, that any delay in delivery will not affect the validity of the applicable Sales Quotation.

Product Returns. The Customer will inspect the Products upon delivery and will be deemed to have accepted them if the Company does not receive a written notice of rejection (which notice may be sent by e-mail to ContactUs@canon-biomedical.com), specifying the reasons for such rejection, within three (3) business days after the date of their delivery to the Customer. The sole remedy for rejected Products will be that the Company will, at its option, repair or replace rejected Products at no charge to the Customer. The Customer will provide a detailed explanation regarding rejection of the Products. Should it be subsequently determined by the Company in its sole discretion that any Product has been wrongfully rejected, the Customer will be liable to the Company for all expenses the Company has incurred. Subject to the foregoing provisions, no Products may be returned to the Company without the Customer first obtaining, in each particular instance, a return authorization number ("RMA") from the Company, which the Customer may obtain by contacting the Company's Scientific Support Division at 1-844-CANON-BIO or ContactUs@canon-biomedical.com. If requested by the Company, the Customer will return to the Company each such rejected Product in the original packaging in which the Product was delivered to the Customer within seven (7) days after the Company issues the corresponding RMA and provides a pre-paid, return shipping label for the Products to the Customer.

Product Use Limitations: The Customer acknowledges its obligation to inform its employees, consultants, and associates who will be using the Products, of the Company's labeling literature, warnings, instructions, notices, and other materials regarding proper use which the Company has or may hereafter provide to the Customer. For products labeled as "For Research Use Only. Not for use in diagnostic procedures," the Customer acknowledges and agrees that use of such products is limited to research purposes only. The Customer agrees that the Customer will not, nor will it allow any third party to separate, extract, or isolate any components of the Novallele™ brand Products without the express prior written permission of the Company.

Limited Warranty of Products. The Company warrants that each Novallele brand Product sold to the Customer pursuant to a Sales Quotation and these Terms and Conditions will substantially perform in accordance with the written specifications set forth in the applicable package insert or user manual originally included by the Company with such Novallele brand Product when delivered to the Customer until the Novallele brand Product stability date set forth in the Novallele brand Product materials included in the Novallele brand Product packaging. The Company's sole liability for, and the Customer's sole remedy, under this limited warranty will be for the Company to take back the nonconforming Novallele brand Product and replace it with a conforming Novallele brand Product, provided that in each case the Company is notified by the Customer of the nonconforming Novallele brand Product as provided in the Section entitled "Product Return." The warranty period on any replacement Novallele brand Product will be the period from the shipment date until the

replacement Novallele brand Product's stability date. The non-Novallele brand Products sold to the Customer pursuant to a Sales Quotation and these Terms and Conditions will be sold "as is," without any warranty of any kind from the Company. The Next Gen PCR Instrument (the "Instrument") is sold with a limited warranty statement from Molecular Biology Systems B.V. ("MBS"), a copy of which is included with the Instrument packaging. The other non-Novallele brand Products are sold with warranties, if any, from the manufacturers thereof.

LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS SOLD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE, OR TRADE, AND IN NO EVENT WILL THE COMPANY BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF THE COMPANY), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE PRODUCTS, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF THE COMPANY, ITS PARENT, OR THEIR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RECOVERY OF ANY KIND AGAINST THE COMPANY, ITS PARENT, OR THEIR AFFILIATES WILL NOT BE GREATER IN AMOUNT THAN THE AGGREGATE PURCHASE PRICE PAID BY THE CUSTOMER TO THE COMPANY FOR THE PRODUCTS SO PURCHASED.

Installation Services. The Company or its authorized agent will perform installation services (the "Installation Services") for the Customer with regard to the Instrument on a date agreed to by the parties and set forth in the Sales Quotation, between the hours of 8:00 and 5:00 P.M. local time, Monday through Friday, excluding the Company's observed holidays, a list of which will be provided upon written request to the Company. The Company will not provide installation services with regard to any other Products.

As a condition precedent to the obligation of the Company to perform the Installation Services with regard to the Instrument, the Customer, at its own cost and expense, will: (i) ensure that the location where the Instrument is to be installed (the "Site") is a safe and secured workspace, free from obstacles and conditions which would make the Site dangerous and/or unsafe; (ii) be liable for any injury or accident involving a Company employee or authorized agent except for any injury or accident that occurs as a result of the Company's employee's or authorized agent's negligence or willful misconduct; (iii) provide the Company with full access to the Site in order to perform the Installation Services; and (iv) ensure that the proper specified power for the Instrument is available in the correct location at the Site.

In the event that the Company delivers the Instrument to the Site, but the Site is not ready for the installation of the Instrument, as determined by the Company in its reasonable discretion, then (i) the Company will have no obligation to perform the Installation Services until it determines, in its sole discretion, that the Site is completely ready for installation of the Instrument; and (ii) the Customer shall have the obligation, at its own cost and expense, to appropriately store the Instrument at the Site.

Confidentiality. The Customer may access and/or use Confidential Information (as defined herein) solely for the purpose of performance of the Customer's obligations and/or receipt of benefits under the applicable Sales Quotation, and the Customer will maintain such information in the strictest confidence. The Customer may disclose the Confidential Information to its employees, attorneys, advisors, and contractors who have a legitimate "need to know" provided that all such entities and persons are obligated and do comply with confidentiality obligations consistent with (and no less restrictive than) this paragraph, but in no event may the Customer disclose any Confidential Information to any competitor of the Company (or any of its affiliates) or to any employees or contractors of any such competitor. Subject to the following sentence, the term "Confidential Information" means the provisions of the applicable Sales Quotation and these Terms and Conditions, and any and all information, written, or oral, provided or made available by or on behalf of the Company or its affiliates, contractors, or vendors to the Customer or its affiliates, contractors, or vendors in connection with such Sales Quotation or the Company's and Customer's relationship under the Sales Quotation, whether or not designated as confidential. Information of a third party to whom the Company owes a duty of confidentiality will be treated as Confidential Information if it meets the description above. Confidential Information does not include Confidential Information that: (i) was in Customer's possession, free of any confidentiality obligation, before receipt from the Company, as proven by its written records; (ii) is or becomes a matter of public knowledge through no fault of the Company; (iii) is rightfully received by the Customer from a third party without a duty of confidentiality; (iv) is independently developed by the Customer as proven by its

written records; or (iv) is disclosed by the Customer with the Company's prior written approval.

Ownership Rights; Publication. The Customer agrees that the Company (and/or its affiliates or licensors), MBS, or manufacturers of the non-Novallele Products other than the Instrument, own all right, title, and interest, including without limitation, all copyright, patent, trade secret, trademark, and other intellectual property rights in the Products and any changes, modifications, or corrections thereto. The Customer agrees that it will not assert any patent or other intellectual property rights based on or arising out of its use of the Novallele brand Products against the Company, its affiliates, licensors, and/or any other parties that use the Novallele brand Products. Any proposed publications written by the Customer that pertains to the Novallele brand Products and that contains any Confidential Information must be reviewed and approved in writing by the Company prior to submission for publication.

Product Notices and Recalls. The Customer will comply with any Product notices and recall notifications received from the Company, MBS, or manufacturers of the non-Novallele Products other than the Instrument related to regulatory and/or quality matters affecting the Products. The Customer acknowledges and agrees that the Company with regard to the Novallele brand Products, MBS with regard to the Instrument, or the manufacturers of the non-Novallele Products other than the Instrument, has the authority, in its sole and absolute discretion, to execute any field action, including to recall the applicable Products to comply with applicable laws, and the Customer agrees to fully cooperate with the Company, MBS, or such manufacturer, as the applicable, in the case of any such recall. In the case of a recall, the Company will (i) assume all costs and expenses related to product recovery; and (ii) replace such recalled Products at no charge to the Customer.

Safety Data Sheets. The Company provides Safety Data Sheets ("SDS") for the Novallele brand Products as required by law. For the Customer's convenience, the Company provides SDS information in electronic form. By executing the Sales Quotation and returning it to the Company at contactUS@canon-biomedical.com or at 9800 Medical center Dr., Suite C-120, Rockville, MD, 20850, the Customer will be affirmatively opting-in and agreeing that all SDS from CBMI will be provided in electronic form and will be accessed by the Customer on the CBMI website at www.canon-biomedical.com under the Support tab and the Manuals and SDS subtab. The Customer may opt-out at any time by contacting the Company in writing at contactUS@canon-biomedical.com.

Governing Law; Jurisdiction. The Sales Quotation and these Terms and Conditions and any dispute, claim, or controversy between the Company and the Customer arising out of or related to the Sales Quotation and/or these Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions. The Customer hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the state and federal courts situated within the State of New York, Suffolk County and agrees that any litigation commenced by the Customer against the Company upon any and all causes of action, whether or not such causes of action arise pursuant to the applicable Sales Quotation and/or these Terms and Conditions and regardless of the legal theory upon which causes of action are based will be brought solely and exclusively in the United States Federal Court for the Eastern District of New York, unless subject matter jurisdiction is not proper before such court, in which case such litigation must be commenced in the state courts situated in the State of New York, Suffolk County. The Company and the Customer agree that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

General. The applicable Sales Quotation and these Terms and Conditions, together with the Invoice (hereinafter collectively referred to as the "Agreement") which will be issued by the Company with regard to the particular sale of Products, contain the entire understanding of the Company and the Customer relative to the subject matter and any previous or collateral understandings whether oral or written are expressly superseded. The rights and duties of the Customer under the Agreement are not assignable or transferable without the express written permission of the Company. No amendment of the Agreement will be effective unless in writing and signed by the Company and the Customer. No waiver or delay of either the Company or the Customer in exercising any their respective rights or remedies under the Agreement or under applicable law will operate as a waiver thereof or a waiver of a particular right or waiver of any right or remedy with regard to any subsequent occasion. If any provision of the Agreement is held invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to not affect the intent of the parties, and the remainder will continue in full force and effect. Nothing in the Agreement will constitute or create a joint venture, partnership, or any other similar arrangement between the Company and the Customer. Neither the Company nor the Customer is authorized to act as an agent of the other unless expressly stated in the Agreement. The headings in these Terms and Conditions are inserted for convenience of reference only and will not constitute a part of the Agreement. Any notice made under the Agreement must be in writing and delivered to the address set forth on the first page of the Agreement (or as otherwise designated by written notice) and will be deemed given: (i) upon receipt if delivered personally (or if mailed by registered or certified

mail); (ii) the day after dispatch if sent by overnight courier; or (iii) upon dispatch if transmitted by telecopier or other means of facsimile transmission (and confirmed by a printed confirmation of such transmission). A copy or a facsimile of a signature on a Sales Quotation will have the same force and effect as an original ink signature. For avoidance of doubt, e-mails (including e-mails that bear an electronic signature block identifying the sender) do not constitute signatures or consents for purposes of a Sales Quotation.