

IMPORTANT – READ CAREFULLY: USE OF CELL SIGNALING TECHNOLOGY EUROPE, B.V. (“CST”) PRODUCTS IS SUBJECT TO THE AGREEMENT BELOW. BY PURCHASING CST PRODUCTS YOU ACCEPT THE TERMS OF THIS AGREEMENT WITH CST. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CANCEL YOUR ORDER AND RETURN THE PRODUCT UNOPENED AND UNUSED AS DIRECTED BELOW TO CANCEL YOUR INVOICE OR RECEIVE A FULL REFUND.

1. Agreement. These are the standard terms and conditions (“**Terms**”) under which Cell Signaling Technology Europe, B.V. (“**CST**”) sells and otherwise transfers (i) CST off-the-shelf catalog products (“**Catalog Product**”), (ii) products manufactured according to Customer’s specifications, including bulk and custom formulation (“**Custom Product**”); (iii) instruments (including components thereof) for life science research (“**Instruments**”); and (iv) SoftGenetics® third party software offered by CST (“**SoftGenetics Software**”). Catalog Product, Custom Product, Instruments, and SoftGenetics Software are collectively referred to as “**Product**” unless otherwise specified. “**Instrument Software**” means any and all firmware programs and associated files that are incorporated, embedded or otherwise provided by CST with the Instruments; any and all software programs or applications and associated files provided that are incorporated, embedded or otherwise provided by CST with the Instruments; all modified versions of and upgrades or improvements to such programs provided by CST (such as those provided via web-based updates); and all copies of such programs and files. “**Documentation**” means the documentation provided by CST in connection with the Instruments and/or Instrument Software. These Terms apply to any person or entity purchasing or otherwise receiving Product directly or indirectly from CST, a CST affiliate or a CST distributor, and any person or entity using Product (“**Customer**”). These Terms apply to any order for Product regardless of the mode of ordering (e.g., Internet, electronic, e-mail, telephone, facsimile) employed to effect purchase or transfer of Product (“**Order**”). The sole exception to the applicability of these Terms is the existence of an Inter-Company Agreement (as set out in Section 2) at the time an Order is received for Product covered by the Inter-Company Agreement.

Some of CST’s Products are subject to third party intellectual property licenses, software licenses, or other contract terms that Customer will not find here (“**Supplementary Terms**”). If such Supplementary Terms exist for Product being purchased, they will be found in a product insert or written agreement that accompanies or is associated with the Product. Supplementary Terms for SoftGenetics Software are found in click-wrap agreements associated with the SoftGenetics Software, copies of which are attached hereto as Appendix B-1 and Appendix B-2. Supplementary Terms flow down to any end-user and apply in the case of authorized or unauthorized use of Product by Customer or any other end-user. If Customer is uncertain if any Supplementary Terms exist for Product, Customer should contact CST’s Customer Service as provided at EUsupport@cellsignal.eu. Notwithstanding the foregoing, Supplementary Terms for the Fluidigm® products are attached hereto as Appendix A.

Customer’s placement of an Order for Product is Customer’s agreement to be bound by these Terms and any Supplementary Terms. An Order accepted by CST (excluding any additional, different or conflicting terms other than Product identification, quantity and Custom Specifications), these Terms, and any Supplementary Terms are collectively referred to herein as an “**Agreement**”.

2. Exclusive Terms of Sale and Transfer. Unless there is an Inter-Company Agreement in force, an Agreement represents the entire agreement between Customer and CST with regard to the subject matter hereof and supersedes and replaces any previous course of dealing, course of performance or trade usage, and any previous agreements between Customer and CST (whether written or oral), regarding such subject matter; provided however that if CST and Customer have a previous agreement governing any confidential

information (a “**Confidential Disclosure Agreement**”), such Confidential Disclosure Agreement will remain in full force and effect solely with respect to the confidential information disclosed thereunder prior to the Order date. Any additional, different or conflicting terms that Customer may provide or appearing in or referenced in Customer’s Order or other purchase or confirming document, whether or not such would materially alter any Agreement, are material alterations which CST expressly objects, and are not terms of any Agreement to which CST is bound.

CST reserves the right to change these Terms at any time. Any change to these Terms will not apply to an Agreement for any Order CST received before the change is in effect. The most recent revision date can be found at the end of these Terms.

CST in its sole discretion may from time-to-time enter into a separately negotiated written agreement executed by a duly authorized representative of CST for the supply of certain Product with terms different or in addition to these Terms (“**Inter-Company Agreement**”). The terms of any Inter-Company Agreement only apply to Orders as of the effective date of the Inter-Company Agreement and only apply to Orders of Product covered by the Inter-Company Agreement.

3. Ordering. CST provides several methods for submitting Orders for Product: Internet, electronic, e-mail, facsimile and telephone. For specific information on how to place an order, please visit CST online at <http://www.cellsignal.com/about/orderInformation.jsp>. An Order shall set forth identification and quantity of the desired Product(s) and Custom Specifications for Custom Product requests. Customer must provide complete and accurate contact and billing information. Failure to provide complete and accurate contact and billing information constitutes a breach of these Terms, and may result in Order processing delays or Order cancellation. Customer’s order for and purchase of Product is expressly conditioned on Customer's agreement to these Terms and any Supplementary Terms. All Orders are subject to CST’s acceptance in accordance with Section 5. Written confirmation of an Internet, electronic, e-mail, facsimile or telephone Order is not required. If confirmation of an Order is sent by Customer, it must be prominently marked “CONFIRMING ORDER, DO NOT DUPLICATE”.

4. Order Cancellation. Customer may not cancel or change an Order once the Order has been packaged except on a case-by-case basis with written acknowledgment by CST and, in any case, Customer may not cancel or change an Order after shipment of Product. Orders that are not cancellable may be eligible for return according to Section 12. Custom Product Orders are not eligible for cancellation after twenty four (24) hours from CST’s receipt of an Order.

5. Order Acceptance. All Orders are subject to acceptance by CST either in writing or by shipping Product. CST may accept any Order in whole or in part. CST reserves the right to refuse or cancel an Order for any reason including limitations on quantities available, inaccuracies in ordering or billing information, errors in Product or pricing information, or any other potential problem identified by CST. CST will contact Customer if any portion or all of an Order is canceled or if additional information is required to accept the Order; on the condition that Customer has provided e-mail contact information at the time of Order. All Orders are accepted on the condition that any additional, different or conflicting terms, whether or not such would materially alter any Agreement, appearing in or referenced in Customer’s Order or other purchase or confirming document are material alterations, are expressly objected to by CST and are not terms of any Agreement to which CST is bound.

6. Shipping and Delivery. Shipments are made in accordance with CST’s standard commercial practices via a common carrier selected by CST. CST shall not assume any liability in connection with the shipment nor will the carrier be construed to be an agent of CST. All shipments are subject to availability and partial shipments are permissible. Shipment schedules are approximate and CST will use commercially reasonable

efforts to complete shipments as indicated. CST may suspend or delay shipment or cancel an Order at any time pending receipt of adequate assurances of Customer's ability to pay, including full or partial prepayment or payment of any outstanding amounts owed. CST shall not be liable for any damages or penalties for delay in shipment or delivery, cancellation of an Order, or for failure to give notice of delay or cancellation for any reason.

All Products are delivered (i) FCA for shipments within the European Union and (ii) CPT for shipments outside of the European Union, except that for shipments directly to end users, Products are delivered DAT. Customer shall pay or reimburse CST for all transportation, freight, insurance, loading, packaging and handling charges ("**Delivery Charges**"); sales, use, excise, import, privilege or any similar tax or duty levied by any government ("**Taxes**"); and storage and all other charges applicable to shipment and delivery of the Product. Partial deliveries are permissible. Customer's rejection of any Product does not shift the risk of loss until the Product is returned to CST pursuant to Section 12.

7. Title. Title to Product (excluding title to any SoftGenetics Software or Instrument Software which will remain with CST or its licensors) transfers to Customer upon CST's placement of the Product with the carrier, subject to payment in full and the limitations provided in these Terms and any Agreement.

8. Price. The price of Catalog Product is CST's price list for the respective European country in effect on the date the Order is received, unless otherwise agreed to in writing by CST. Custom Product and Instruments are priced by quotation. All prices are subject to change without notice. Prices of Product do not include Delivery Charges, Taxes, or storage fees and all other charges applicable to shipment and delivery of applicable to the Product. These charges will be added to Customer's invoice.

9. Tax. Sales tax will be added when shipping to jurisdictions where CST is responsible for collecting sales tax unless the receiving party has valid exempt information on file with CST. Customer is solely responsible for any other applicable Taxes and agrees to indemnify CST for any such Tax if not properly paid by Customer. Customer is responsible for confirming and providing any applicable valid exemption documents. Customer must contact CST to correct or update its account information and to note any updates to this effect on applicable Orders.

10. Payment. Customer shall pay for all Product ordered by Customer pursuant to an Order accepted by CST. Customer shall pay the prices specified in the applicable invoice. Payment is due upon placement of an Order and payable no later than 30 days after the date of invoice (or such other period as may agreed by the parties in writing). Payment must be made in euros, except that payments from Customers in the United Kingdom may be made in British Pounds. Customer will only be charged for Product shipped. Product placed on back order will be charged when shipped. If Customer is late in making payment, CST may, without affecting any other rights or remedies, suspend shipment, cancel Orders, reject future Orders, and/or charge interest as a late payment fee. Interest accrues from the due date until paid, at the rate of one and a half percent (1.5%) per month (18% per year) or such lesser amount as is the maximum rate of interest allowed by law. Customer shall pay any and all reasonable costs, including attorneys' fees, incurred by CST in collecting any delinquent balance. Parties hereby explicitly exclude section 6:92 of the Dutch Civil Code.

11. Inspection. Within ten (10) days after Customer's receipt of a Product shipment (other than an Instrument shipment, which is covered under Section 21 below), Customer shall inspect the shipment for condition (other than Non-conforming Product provided in Section 12), quantity and identity of the shipped Product. A Product shipment that is non-conforming based upon the visible condition upon delivery, quantity or identity of Product received, or duplicate shipments due to incorrectly marked confirming documents ("**Non-conforming Shipment**") may be eligible for return in accordance with Section 12.

12. Returns. Product (other than Instruments, which are covered under Section 21 below and SoftGenetics Software which is covered under Section 22 and in the Supplemental Terms in Appendix B-1 and Appendix B-2) may be eligible for return by Customer at CST's discretion and in accordance with the requirements of this Section 12. For all returns, a return authorization must be obtained from CST's Customer Service or the **"Technical Support Scientist"** of your local CST office or nearest distributor (listed at <http://www.cellsignal.com/common/content/content.jsp?id=ourApproach-our-guarantee>) (**"Return Authorization"**), and Customer shall follow any other reasonable instructions provided by CST. CST will not accept returns, and no replacement or credit will be issued or invoice canceled, without a Return Authorization. If requested by CST, Customer shall make Product available for inspection by CST or its agent. Custom Orders are not eligible for return. Claims for Non-conforming Shipment must be made in writing to CST within ten (10) calendar days following receipt of Product and Product returned as set forth below in Sections 12(a) and 12(b) as applicable. Claims for Product that do not conform to the Limited Warranty set forth in Section 16 (**"Non-conforming Product"**) must be made, and Product returned, in accordance with the terms of the Limited Warranty of Section 16. If Customer does not accept these Terms, claims must be made in writing to CST within ten (10) calendar days following receipt of Product and Product returned as set forth below in this Section 12(c).

(a) In the case of error by CST in fulfilling an Order, return of Product of Non-conforming Shipment is at CST's cost and CST at its sole discretion will replace the Product of Non-conforming Shipment or issue a full credit. Product of Non-conforming Shipment due to CST error must be returned within ten (10) days of receiving a Return Authorization in the original packaging, unopened and unused. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for claims of Non-conforming Shipment due to CST error and is in lieu of all other remedies or claims for damages which Customer may have against CST.

(b) In the case of error by Customer in ordering Product, return of Non-conforming Shipment is at Customer's cost and may be eligible for partial credit at CST's sole discretion. CST does not issue full credit for returned Product of Non-conforming Shipment due to Customer error because Product is perishable and CST cannot be assured of the quality of returned Product. Partial credit is based on the invoiced price of returned Product less (i) a return charge in the amount of 10% of the invoiced price, and (ii) the original Delivery Charges. Certain Product as determined by CST may not be eligible for partial credit due to packing and storage requirements to maintain Product stability that cannot be assured during the return process, or the condition of the returned Product. Product of Non-conforming Shipment due to Customer error must be returned within ten (10) days of receiving a Return Authorization in the original packaging, unopened and unused. Customer is responsible for return shipping costs. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for claims of Non-conforming Shipment due to Customer error and is in lieu of all other remedies or claims for damages which Customer may have against CST.

(c) In the case that Customer does not accept these Terms and Product is returned in accordance with this Section 12(c), CST will cancel the invoice for such Product, or if the applicable invoice has been paid by Customer, CST will issue a full refund. Product must be returned within ten (10) days of receiving a Return Authorization in the original packaging, unopened and unused. Customer is responsible for return shipping costs. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for Product returned due to Customer disagreement with these Terms and is in lieu of all other remedies or claims for damages which Customer may have against CST.

13. Custom Product. CST in its sole discretion may accept or reject a request to manufacture Custom Product. Customer's placement of an Order for Custom Product is Customer's agreement, representation and warranty that (i) Customer has all necessary rights and authority to disclose and provide to CST all materials, information, designs, plans and specifications for such Custom Product (**"Custom Specifications"**)

for use in manufacture of such Custom Product for Customer, (ii) Customer hereby grants to CST any necessary rights to manufacture such Custom Product, (iii) there are no defects or hazards, latent or otherwise, with respect to the Custom Specifications, (iv) CST's receipt and use of Custom Specifications and manufacture of such Custom Product for Customer and/or sale of such Custom Product to Customer does not infringe or misappropriate any intellectual property right of a third party, and (v) the manufacture and sale of such Custom Product complies with all applicable laws and regulations. Customer is solely responsible for all Custom Specifications. If CST makes a suggestion with respect to the Custom Specifications at Customer's request or otherwise, Customer remains solely responsible for proper selection, application, processing and use of any CST suggestion to the Custom Specifications. CST in its sole discretion may accept or reject change requests submitted by Customer and Customer shall pay all incurred and additional costs of implementing any change requests including, without limitation, the cost of time and materials incurred prior to a change request, and the cost of fulfilling the change request.

14. Limited Use License and Use Restrictions. Product (excluding SoftGenetics Software) is sold, transferred and licensed for use by Customer for *in vitro* activities, animal studies in laboratory settings and INTERNAL RESEARCH ONLY. No other right or license is granted to Customer, explicitly, by implication, by estoppel or otherwise. Product is not submitted for regulatory review, validated for diagnostic, prophylactic, therapeutic, or clinical use, safety and effectiveness, or any another other specific use or application unless expressly stated in the Technical Data Sheet. Customer is solely responsible for proper selection, application, processing and use of Product (including incorporation of Product into other product or modification of Product), and for adopting safety precautions as may be necessary. Customer is solely responsible for complying with, and shall handle and use Product and the results of using Product in conformity with (1) good laboratory practice, (2) all applicable laws, regulations and governmental policies, and (3) any necessary approvals, permissions, authorizations and/or licenses as may be required for Customer's research and other intended uses, including any rights to use intellectual property rights of a third party.

As a material condition to CST providing its Product to Customer, Customer shall not, directly or indirectly, use the Product or its components (1) to modify Product or its components except for non-commercial *in vitro* INTERNAL RESEARCH USE (including animal studies in laboratory settings); (2) to provide a commercial service, or to provide commercially relevant information or data to a third party; (3) for diagnostic, prophylactic or therapeutic purposes; (4) for use on animals or humans for clinical diagnostic or drug purposes; (5) to attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, components, formulae, sequence, processes, make-up, or production of any Product or any portion thereof; (6) for manufacturing; (7) for resale or transfer in any form to a third party; or (8) for any other commercial purpose. Any use of Product for diagnostic, prophylactic or therapeutic purposes, or any purchase of Product for resale (alone or as a component) or other commercial purpose, requires a separate license from CST. The license grant and use restrictions for the SoftGenetics Software are set forth in the Supplementary Terms.

15. Export Controls. Customer shall comply with all applicable laws of the Netherlands, regulations and rules.

16. Limited Warranty for Products Other Than Instruments and SoftGenetics Software. CST warrants each Product (excluding Instruments which are covered in Section 21 and SoftGenetics Software which is covered in the Supplementary Terms), will meet the specifications stated on the technical data sheet included with and covering the Product ("**Technical Data Sheet**") when used appropriately under normal conditions and as set forth in the CST Antibody Performance Guarantee found at <http://www.cellsignal.com/common/content/content.jsp?id=ourApproach-our-guarantee> ("**Limited**

Warranty). The Limited Warranty extends twelve (12) months after Product receipt ("**Warranty Period**") except that the Warranty Period for Bethyl® ELISA Kits extends six (6) months after Product receipt. If changes in the physical criteria of any Product are made, the description in the Technical Data Sheet provided with the Product will supersede the information contained in the CST Product catalog.

This Limited Warranty only covers issues caused by defects in material or workmanship when used under normal laboratory conditions. The Limited Warranty does not cover issues caused by any other reason, including but not limited to issues due to normal wear and tear, acts of God, misuse, limitations of technology, custom manufacture in accordance with Custom Specifications, neglect or accident caused by Customer, contact with improperly used or unapproved chemicals or environments, modification to the Product, or combination of Product with any other product unless expressly intended by the Technical Data Sheets.

CST agrees to replace Non-conforming Product free of charge or issue a credit of the invoiced price (exclusive of the original Delivery Charges) at CST's sole discretion. Customer shall notify CST in writing of any Non-conforming Product and provide the reason for rejection within the Warranty Period. Any claims not received within the Warranty Period are waived and released. Customer shall return the Non-conforming Product pursuant to Section 12, paragraph 1. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for claims of Non-conforming Product. This remedy is in lieu of all other remedies or claims for damages, which Customer may have against CST. By entering into the agreement with CST Customer confirms that it did not rely on any other warranty or representation of CST than the warranty provided in this section 16 and Customer has taken the absence of any other warranty, representation or indemnity into account when entering into the agreement with CST.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRODUCT IS SUPPLIED WITHOUT WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT, RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER ISSUED OR PENDING, VALIDITY OF ANY THIRD PARTY LICENSE RIGHTS, OR THE ABSENCE OF LATENT OR OTHER DEFECTS WHETHER OR NOT DISCOVERABLE; WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. CST'S LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASING CUSTOMER AND CANNOT BE TRANSFERRED TO ANY OTHER PARTY. THE APPLICABILITY OF SECTIONS 7:17 THROUGH 7:22 OF THE DUTCH CIVIL CODE IS EXPLICITLY EXCLUDED.

17. Limitations on Remedies. IN NO EVENT WILL CST OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR LOST PROFITS, REVENUE OR OPPORTUNITY, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT CST WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

NOTWITHSTANDING THE EXCLUSIVE REMEDIES SET FORTH IN SECTIONS 12, SECTION 16, 21 (e) and 22 WHICH APPLY TO THE SUPPLY OF PRODUCT, CST'S TOTAL LIABILITY TO CUSTOMER ARISING FROM OR IN RELATION TO THESE TERMS, AN AGREEMENT BETWEEN THE PARTIES, OR PRODUCT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CST DURING THE TWELVE (12) MONTH PERIOD PRECEDING A CLAIM FOR THE APPLICABLE PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT WILL CST BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. IN NO EVENT WILL CST BE LIABLE WITH RESPECT TO PRODUCTS ARISING FROM USE OF PRODUCT THAT IS INCONSISTENT WITH PUBLISHED SPECIFICATIONS FOR THE PRODUCT.

ANY CST LIABILITY EXCLUSIONS AND RESTRICTIONS REFERRED TO IN THESE TERMS SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

18. Indemnification. Customer shall hold harmless, indemnify and defend (at CST's request) CST for any and all damages, liabilities, costs and expenses (including any costs of litigation, including, without limitation, attorneys' fees and any other costs and expenses), fines or losses in connection with any threatened or actual claims, actions, demands, investigations or suits, including, without limitation, claims or suits by third parties, arising out of any of the following: (a) Customer's negligent or willful acts, or those of its employees and/or agents, (b) repair or modification of Product by persons other than CST, (c) modification of Product or combination of Product with any other product, including, without limitation, modification or combination resulting in the actual or alleged infringement of any intellectual property rights of any third party, (d) Customer's selection, application, processing and use of Product, (e) CST's use of Custom Specifications for manufacture of Custom Product, including, without limitation, actual or alleged infringement of any intellectual property rights of any third party, (f) from the manufacture, sale, transfer or use of Product produced by CST according to Customer's Custom Specifications, including, without limitation, actual or alleged infringement of any intellectual property rights of any third party, (g) any violations of export control laws by Customer, or (h) Customer's breach of any provision in an Agreement.

19. Confidentiality. "**Confidential Information**" means (i) SoftGenetics Software, Instrument Software and Documentation and (ii) any of CST's business information, specifications and all related writings, drawings, designs and similar works, or any other information which is disclosed by CST to Customer whether orally or in writing, or to which Customer is exposed in any form. Confidential Information shall not include information which: (i) was in the public domain at the time it was disclosed by CST to Customer other than as a result of Customer's (or any Representative's) violation of any confidentiality obligation to CST; or (ii) enters the public domain through sources independent of Customer and through no breach of this provision by Customer or any of its Representatives.

All Confidential Information is the exclusive property of CST, and CST retains all of its rights, title and interests. Customer agrees to use Confidential Information only to the extent necessary to perform under this Agreement. Customer shall not disclose or provide any Confidential Information to any third party and shall take all necessary measures to prevent any such disclosure or any unauthorized use by its employees, agents, contractors or consultants (collectively, "**Representatives**"). Upon request of CST, Customer shall return all Confidential Information to CST.

All provisions relating to confidentiality shall survive the termination of an Order or the Agreement.

20. Intellectual Property. Customer acknowledges that all intellectual property rights (patent, trademark, copyright, trade secret or otherwise) relating to Product and Technical Data Sheets, as between Customer and CST, are solely and exclusively owned by CST or its licensors. CST's sale or transfer of Product to Customer grants to Customer a limited non-transferable right (i) to use as authorized by these Terms the quantity of Product purchased under an Agreement, and (ii) to use the applicable Technical Data Sheet and content contained therein (e.g., protocols, validation data and images) for Customer's authorized use of the Product. Except as expressly permitted by these Terms sale or transfer of Product to Customer does not grant Customer any other license rights to CST's intellectual property, including, without limitation, no right to make or have made any Product or any portion thereof, and no right to reproduce, display, redistribute copies, create derivative works or otherwise use the Technical Data Sheets and content thereof. Any use of Product for diagnostic, prophylactic or therapeutic purposes, or any purchase of Product for resale (alone or as a component) or other commercial purpose, requires a separate license from CST. It is Customer's sole responsibility to secure any required intellectual property rights.

Certain Products are covered by one or more trademarks of CST and/or a third party as set forth at <http://www.cellsignal.com/contents/about-us/trademark-information/aboutus-trademark-information> (“**Trademark Information**”). CST at its sole discretion may update from time-to-time the Trademark Information.

CST shall solely own all right, title and interest in and to any inventions (patentable or otherwise), discoveries, improvements, data, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by CST in performing under an Agreement and all intellectual property rights therein (“**Inventions**”). Customer hereby irrevocably assigns and transfers to CST, from the moment of creation, all of its rights, title and interests in and to Inventions and shall assist CST, at CST’s request and expense, in securing and recording CST’s rights in Inventions.

21. Instruments, Instrument Software and Documentation.

(a) The terms set forth in this Section 21 apply only to the Instruments, Instrument Software and Documentation. In the event of a conflict between the terms set forth in this Section 21 and any of the other terms set forth in the Agreement, the terms set forth in this Section 21 shall prevail.

(b) License Grant. Subject to the terms set forth in these Terms, CST grants Customer a non-exclusive, non-transferable, royalty-free, revocable, perpetual license (without the right to grant sublicenses) to use the Instrument Software in object code only, solely in connection with the normal operation of the Instrument for Customer’s internal research use only. Customer agrees to use the Instrument Software in accordance with the Documentation and all applicable laws, ordinances, rules and regulations. CST may terminate the license granted under this Section 21 (b) if Customer is in material breach of any of its obligations under the Agreement and fails to cure such breach within thirty (30) days of receipt of notice thereof from CST.

(c) Updates/Upgrades. While CST is not required to provide Customer with updates or upgrades to the Instrument Software, CST may, at its discretion, provide Customer with such updates or upgrades from time to time. The Agreement will govern any updates or upgrades provided by CST that replace and/or supplement the original Instrument Software, unless such update or upgrade is accompanied by a separate end user license agreement, in which case the terms of that end user license agreement will govern. If Customer decides not to download and use an upgrade or update provided by CST, Customer understands that (i) the warranty set forth in Section 21 (e) may, at CST’s option become null and void and (ii) the Instrument Software could become unusable or unstable. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, ALL UPGRADES AND UPDATES TO THE INSTRUMENT SOFTWARE ARE PROVIDED “AS IS”.

(d) Intellectual Property/Restrictions of Use. Customer acknowledges and agrees that, as between Customer and CST, CST is the sole and exclusive owner of all right, title and interest in the Instrument Software and Documentation (including all intellectual property rights therein) and that no rights are granted by CST to such Instrument Software or Documentation or to intellectual property rights therein, except as expressly provided in the Agreement. Customer shall not, nor shall it permit any third party to: (i) use, copy, modify, translate or adapt the Instrument Software or Documentation other than as expressly permitted by the Agreement; (ii) rent, lease, share, disclose or transfer the Instrument Software, provide it on a subscription basis, or use it in connection with a service bureau or other configuration whereby any third party may use the Instrument Software, (iii) create any derivative works of or based on the Instrument Software or Documentation; (iv) reverse-engineer, decompile, disassemble or otherwise attempt to discern the source code of the Instrument Software; (v) remove, relocate, alter or obscure any trademark, copyright or other proprietary or restrictive marking or legend on the Instrument Software or Documentation or any copies thereof; or (vi) use, provide or disclose the Instrument Software in violation of any applicable laws,

orders or regulations. Notwithstanding the foregoing, decompiling the Instrument Software is permitted solely to the extent the laws of Customer's jurisdiction give Customer the right to do so to obtain information necessary to render the Instrument Software interoperable with other software; provided however that Customer must first request such information from CST and CST may, in its sole discretion, either provide information to Customer or impose reasonable conditions, including a reasonable fee, on such use of the Instrument Software to ensure that CST's or its licensors' proprietary rights in the Instrument Software are protected. Customer acknowledges and agrees that the immediately preceding sentence may not be applicable to third-party Instrument Software that is subject to a third party license, depending on the terms of such third-party license.

(e) Warranties/Out of Warranty Repairs.

(i) CST warrants solely to the Customer who purchases the Instrument from CST or its authorized distributor that for (i) the warranty period specified in the applicable Quote (or if no warranty period is specified, for a period of twelve (12) months from the date of delivery) or (ii) or such other minimum period as may be required by applicable law ("Instrument Warranty Period"), the Instrument (excluding the Instrument Software) will be free from defects in materials and workmanship when used in accordance with the Agreement.

(ii) Sole Remedies. Customer's sole remedy and CST's exclusive liability for a breach of the limited warranty set forth in Section 21 (e)(i) shall be, at CST's option, the repair or replacement of the non-conforming Instrument. Any claims not received within the Instrument Warranty Period are waived and released. Prior to returning an Instrument, Customer must contact CST's technical support department. (Customer may be required to provide proof of date of purchase). CST's technical support department will attempt to troubleshoot and resolve any non-conformities reported by Customer during the Instrument Warranty Period. If the problems cannot be resolved by CST's technical support department, CST or its designee will issue a return authorization number. No Instruments will be accepted for return without the return authorization number. Customer will be responsible for repackaging the Instrument in a manner that fully protects it from damage during shipping and arranging for shipping to the location designated by CST. CST or its designee will provide a courier shipping account number that Customer may use to ship the Instrument to such location.

(iii) Exclusions. The limited warranty set forth in Section 21 (e)(i) and the repair warranty set forth in Section 21 (e)(v) shall be void if (i) the Instrument Software or Instrument is modified, repaired or reworked by anyone other than CST's authorized personnel; (ii) the battery is removed from the Instrument by anyone other than CST's authorized personnel; or (iii) the Instrument is subjected to abnormal stress, physical abuse, fraud, tampering, misuse, stress, improper power supply or electrical connection, power surges or fluctuations, extreme heat or cold, corrosive environments, neglect, or liquid contact. The limited warranty shall not apply in the event any non-conformity arises from (i) usage of the Instrument and/or Instrument Software outside of CST's instructions or in violation of safety warnings, or any other use of the Instrument or Instrument Software in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose; (ii) the negligence or intentional misconduct of any user of the Instrument or Instrument Software; or (iii) flood, earthquake, or any other natural disaster. The limited warranty does not apply to cosmetic damage (including but not limited to scratches, dents or breakage) or to damage caused by normal wear and tear or by accident. For clarity, the limited warranty set forth in Section 21 (e) does not apply to any upgrades, updates enhancements or modifications to the Instrument Software that may be provided by CST after the initial delivery of the Instrument.

(iv) Extended Warranty. In some cases, Customer may have the option to purchase an extended warranty for the Instrument.

(f) WARRANTY DISCLAIMERS

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 21 (e) ABOVE, THE INSTRUMENT, INSTRUMENT SOFTWARE, DOCUMENTATION AND ANY REPAIR SERVICES ARE PROVIDED "AS IS" AND CST DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INSTRUMENT, INSTRUMENT SOFTWARE, DOCUMENTATION AND REPAIR SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF NON-INFRINGEMENT, TITLE OR SECURITY; ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE; OR ANY REPRESENTATIONS AS TO THE RELIABILITY, EFFECTIVENESS OR SAFETY OF THE INSTRUMENT, INSTRUMENT SOFTWARE, DOCUMENTATION OR REPAIR SERVICES.

CST DOES NOT WARRANT THAT THE INSTRUMENT SOFTWARE WILL BE FREE FROM VIRUS OR MALWARE ATTACK.

CST DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE INSTRUMENT SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT CUSTOMER'S USE OF OR THE PERFORMANCE OF THE INSTRUMENT SOFTWARE AND RELATED INFORMATION AND DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE INSTRUMENT SOFTWARE WILL BE CORRECTED, OR THAT CUSTOMER'S USE OF THE INSTRUMENT SOFTWARE AND DOCUMENTATION WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, MATERIAL OR DATA.

CUSTOMER'S USE OF THE INSTRUMENT, INSTRUMENT SOFTWARE AND DOCUMENTATION IS AT CUSTOMER'S OWN RISK AND DISCRETION. CUSTOMER IS SOLELY RESPONSIBLE FOR (AND CST DISCLAIMS) ANY AND ALL LOSS, LIABILITY OR DAMAGES, INCLUDING TO CUSTOMER'S ELECTRICAL SYSTEM, COMPUTERS OR OTHER PERIPHERALS CONNECTED TO THE INSTRUMENT OR INSTRUMENT SOFTWARE RESULTING FROM CUSTOMER'S MISUSE OF THE INSTRUMENT OR INSTRUMENT SOFTWARE. CUSTOMER IS RESPONSIBLE FOR COMPLYING WITH ANY SAFETY WARNINGS AND PRECAUTIONS THAT ACCOMPANY THE INSTRUMENT.

CST IS NOT RESPONSIBLE FOR (I) CUSTOMER'S FAILURE TO FOLLOW SAFETY WARNINGS, PRECAUTIONS OR OTHER INSTRUCTIONS PROVIDED WITH THE INSTRUMENT AND/OR INSTRUMENT SOFTWARE; (II) CUSTOMER'S NEGLIGENCE IN USE OF THE INSTRUMENT AND/OR INSTRUMENT SOFTWARE; OR (III) CUSTOMER'S INTENTIONAL MISUSE OF THE INSTRUMENT OR INSTRUMENT SOFTWARE.

(g) Indemnification. Customer shall indemnify and hold CST harmless from and against all damages, liabilities, costs and expenses in connection with any threatened or actual claims (including any costs of litigation, including, without limitation, attorneys' fees and any other costs and expenses), actions, demands, investigations or suits by third parties arising out of (i) a breach by Customer of the terms of the Agreement; (ii) any use of the Instrument and/or Instrument Software by Customer, its employees, contractors or agents outside of CST's instructions or in violation of safety warnings; or (iii) any other use of the Instrument and/or Instrument Software by Customer or its employees, contractors or agents, in an unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose.

22. Softgenetics Software. The terms set forth in this Section 22 apply only to the Softgenetics Software. In the event of a conflict between the terms set forth in this Section 22 and any of the other terms set forth in the Agreement, the terms set forth in this Section 22 shall prevail.

EXCEPT AS EXPRESSLY SET FORTH IN APPENDIX B-1 AND APPENDIX B-2 THE SOFTGENETICS SOFTWARE IS PROVIDED "AS IS" AND CST DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED WITH RESPECT TO SUCH SOFTGENETICS SOFTWARE, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, OR SATISFACTORY QUALITY. The provisions of this disclaimer shall survive the termination of this Agreement.

23. Acknowledgement. Customer shall acknowledge the source of Product as scientifically appropriate in any academic or scientific publications.

24. Force Majeure. CST shall not be liable for any failure to perform under any Agreement when such failure is due to circumstances beyond its control. Circumstances beyond the control of CST include, but are not limited to, acts of God, revolution, malfunctions in a (telecommunications) network or connection or communication systems and/or the unavailability at any time of the website or transport problems, traffic restrictions, governmental action, accidents, labor trouble, and inability to obtain materials, equipment or transportation and any and all circumstances that CST either could not have foreseen or over which it has no influence or are beyond CST's reasonable control and on the grounds of which, if it had been aware of such circumstances at the time of the contracting of the agreement, it would not have contracted the agreement or would not have done so on the same terms and conditions.

25. Waiver. No oral statements, recommendations and assistance given by a Technical Support Scientist or other CST representative or authorized distributor of CST to Customer or its representatives in connection with the manufacture, supply or use of Product constitute a waiver by CST of any of the provisions hereof, or affect CST's liability herein. CST's failure to exercise any rights under any Agreement is not a waiver of its rights to damages for Customer's breach of contract and is not a waiver of any subsequent breach.

26. Governing Law, Forum, Venue and Consent to Jurisdiction. The Agreement, these Terms, the purchase, sale and transfer of Product, and any dispute or controversy relating to any Agreement are governed and construed according to the laws of the Netherlands, without regard to provisions on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the aforementioned.

Customer shall submit any disputes and cause of action arising out of or relating to these Terms or any Agreement, or to Product received from CST, its affiliates and its distributors to the competent court of The Hague, the Netherlands. Customer hereby irrevocably submits to the exclusive jurisdiction (including personal jurisdiction) of the state and federal courts in the Netherlands to resolve any dispute or controversy with CST, its affiliates or its distributors arising out of or relating to these Terms or any Agreement, or to Product purchased from CST. Customer agrees not to raise any objection at any time to *forum non conveniens* and irrevocably waives the right to object to the jurisdiction of the state and federal courts of the Netherlands.

Any cause of action brought by Customer arising out of or relating to these Terms or any Agreement, or to Product received from CST, its affiliates and its distributors must be brought within one year after such cause of action arose. Actions not commenced by Customer within one year are permanently barred. This paragraph survives expiration or termination of any Agreement.

27. Miscellaneous. All provisions of these Terms regarding warranty, confidential information, indemnification, liability, governing law, forum, venue, jurisdiction, and any other provisions that survive by their terms will survive any termination or expiration of any Agreement pursuant to their terms. If any provision or portion thereof of these Terms or any Agreement is held to be illegal, invalid or unenforceable,

the same will not invalidate any other portion of these Terms or any Agreement, and these Terms or any Agreement will be construed as if such provision or portion thereof had never been contained in these Terms or the Agreement. Customer and CST are independent contractors under these Terms and any Agreement. Customer may not assign, including by operation of law, its obligations under these Terms or any Agreement without CST's prior written consent. In so far as not provided otherwise in this Terms and Conditions English language words used in this Terms and Conditions intend to describe Dutch legal concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded. References to any Dutch legal concept shall, in respect of any jurisdiction other than the Netherlands, be deemed to include the concept, which in that jurisdiction most closely approximates the Dutch legal concept.

Revised 22 May 2017

APPENDIX A**SUPPLEMENTARY TERMS FOR FLUIDIGM PRODUCTS**

1. **General.** These terms and conditions, all Addenda attached hereto, if any, all label licenses referred to in Section 4, if any, and the accompanying Sales Quote, if any (collectively, the "Agreement") shall govern the sale and license of any Fluidigm® Products provided hereunder, including Fluidigm integrated fluidic circuits (with or without carriers, collectively known as "IFCs"), Fluidigm instruments, Fluidigm software, Fluidigm reagents, and other Fluidigm products, if any (together with the IFCs being collectively referred to hereafter as "Fluidigm Products") and provision of certain services relating thereto, if any ("Fluidigm Services"), to the Customer.

CUSTOMER ACCEPTS AND AGREES TO ALL OF THESE TERMS AND CONDITIONS FOR ITSELF AND ON BEHALF OF ALL OF ITS EMPLOYEES AND AGENTS WHO USE THE FLUIDIGM PRODUCTS. CUSTOMER AGREES THAT IT WILL MAKE ALL OF ITS EMPLOYEES AND AGENTS WHO USE THE FLUIDIGM PRODUCTS AWARE OF THESE TERMS AND CONDITIONS AND WILL ENSURE THAT ALL OF ITS EMPLOYEES AND AGENTS COMPLY FULLY WITH ALL OF THEM, INCLUDING THE FOLLOWING:

THE RESTRICTIONS IN SECTIONS 4 AND 5 ON HOW THE FLUIDIGM PRODUCTS MAY BE USED, FLUIDIGM'S RIGHTS TO FEEDBACK, AS PROVIDED IN SECTION 4.2 OF THE ADDENDUM FOR THE C1 SCRIPT BUILDER™ SOFTWARE, AND NO BLOCKING PATENTS, AS PROVIDED IN SECTION 4.3 OF THE ADDENDUM FOR THE C1 SCRIPT BUILDER SOFTWARE.

2. **Acceptance.** All Fluidigm Products shall be conclusively and irrevocably deemed accepted without qualification by Customer upon delivery. Customer, however, will notify Fluidigm or its representative in writing of any nonconformity to Fluidigm's extant specifications promptly after delivery, in any event not less than five (5) business days, describing the nonconformity in detail.

3. **Unforeseen Events.** Fluidigm shall not be liable for delay or failure in performance of any obligations hereunder if performance is rendered impracticable by the occurrence of any condition beyond Fluidigm's reasonable control. In the event of any such delay or failure in performance, Fluidigm shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances and Fluidigm shall have the right, to the extent necessary in Fluidigm's sole judgment, to apportion the Fluidigm Products then available for delivery among its various customers in such manner as Fluidigm may consider appropriate.

4. **Restrictions.** Customer agrees that it will use the Fluidigm Products provided hereunder only in the ordinary course of Customer's normal internal research and development activities and will ensure that no other person or entity uses such Fluidigm Products for any other purpose. Except to the extent such restrictions are prohibited by applicable law or waived in writing by Fluidigm, Customer agrees not to: (i) transfer (including but not limited to resell, donate, or loan) a IFC or other Fluidigm Products to any third party; or (ii) use a IFC, other Fluidigm Products or data therefrom in a clinical diagnostic or therapeutic setting, such as where data from an individual's sample is given to such individual or used by a physician care giver for the purpose of diagnosis or treatment of a medical condition; (iii) use the Fluidigm Products to provide services to third parties for a fee or other non-collaborative sample processing service to third parties using the Fluidigm Products; (iv) use the Fluidigm Products to manufacture commercial Fluidigm Products; or (v) reverse engineer, adapt or modify any Fluidigm Product. Customer agrees that it will not export or transfer for re-export in violation of any United States laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity or embargoed country in violation of such laws. In the event of any ambiguity in applying this Section 1, the burden shall be on Customer to reasonably demonstrate compliance with the terms herein. Except as may be set forth, with respect to standard laboratory tools and equipment ancillary to use of such Fluidigm Product, in the extant applicable Fluidigm protocol for use of a Fluidigm Product, each Fluidigm Product may be used only with other Fluidigm Products. For example and without limitation, Fluidigm IFCs may not be used with any non-Fluidigm reader, and Fluidigm readers may not be used with any chips other than Fluidigm IFCs. Fluidigm IFCs are SINGLE USE ONLY and MAY NOT BE REUSED unless otherwise specifically

authorized in writing by Fluidigm. Further restrictions may apply; for details, please see any label license accompanying Fluidigm Products or at www.fluidigm.com/legalnotices. Customer acknowledges that Fluidigm Products are sold: For Research Use Only. Not for use in diagnostic procedures.

5. LIMITED LICENSE AND RESTRICTIONS ON USE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO RIGHT TO COPY, MODIFY, DISTRIBUTE, MAKE DERIVATIVE WORKS OF, PUBLICLY DISPLAY, MAKE, HAVE MADE, OFFER TO SELL, SELL, USE OR IMPORT IFCS OR ANY OTHER FLUIDIGM PRODUCT IS CONVEYED OR IMPLIED WITH THE IFCS, INSTRUMENTS, SOFTWARE, REAGENTS OR ANY OTHER ITEMS PROVIDED HEREUNDER. ALL FLUIDIGM PRODUCTS (INCLUDING THE IFCS, INSTRUMENTS, SOFTWARE, AND REAGENTS) DELIVERED HEREUNDER ARE LICENSED TO CUSTOMER FOR RESEARCH USE ONLY IN CUSTOMER'S NORMAL COURSE OF BUSINESS. "RESEARCH USE ONLY" SPECIFICALLY EXCLUDES, WITHOUT LIMITATION, DIAGNOSTIC OR CLINICAL USE WITH HUMAN OR VETERINARY SUBJECTS. THIS LIMITED LICENSE PERMITS ONLY THE USE BY CUSTOMER OF THE PARTICULAR FLUIDIGM PRODUCT(S), IN COMPLIANCE WITH APPLICABLE LAWS AND IN A MANNER NOT VIOLATIVE OF ANY THIRD PARTY RIGHTS, IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS PROVIDED THEREWITH, THAT CUSTOMER PURCHASES FROM FLUIDIGM OR ITS AUTHORIZED REPRESENTATIVE. EXCEPT AS SPECIFIED IN FLUIDIGM PROTOCOLS, THE PURCHASE OF ANY FLUIDIGM PRODUCT(S) DOES NOT BY ITSELF CONVEY OR IMPLY THE RIGHT TO USE SUCH FLUIDIGM PRODUCT(S) IN COMBINATION WITH ANY OTHER FLUIDIGM PRODUCT(S). IN PARTICULAR, (i) NO RIGHT TO MAKE, HAVE MADE OR DISTRIBUTE OTHER INSTRUMENTS AND SOFTWARE IS CONVEYED OR IMPLIED BY THE PURCHASE OR USE OF THE IFCS, (ii) NO RIGHT TO MAKE, HAVE MADE, IMPORT, DISTRIBUTE, OR USE IFCS OR REAGENTS IS CONVEYED OR IMPLIED BY THE PURCHASE OR USE OF INSTRUMENTS OR SOFTWARE, AND (iii) EXCEPT IN ACCORDANCE WITH FLUIDIGM PROTOCOLS, NO RIGHT TO USE IFCS OR REAGENTS IN COMBINATION WITH INSTRUMENTS OR SOFTWARE IS CONVEYED UNLESS ALL COMPONENT PARTS HAVE BEEN PURCHASED FROM FLUIDIGM OR ITS AUTHORIZED REPRESENTATIVE. FURTHERMORE, IFCS DELIVERED HEREUNDER ARE LICENSED FOR ONE (1) TIME USE ONLY AND MAY NOT BE REUSED UNLESS OTHERWISE SPECIFICALLY AUTHORIZED IN WRITING BY FLUIDIGM. The Fluidigm Products do not have FDA approval. Customer agrees not to use the Fluidigm Products in any setting requiring FDA or similar international regulatory approval or exploit the Fluidigm Products in any manner not expressly authorized in writing by Fluidigm in advance.

6. Limited Warranty. Fluidigm warrants to and only to Customer for thirteen (13) months from the date of shipping ("Fluidigm Instrument Warranty Period") that the software and instruments are free from defects in material and workmanship, and conform to Fluidigm's published specifications at the time of purchase in all material respects. Service will be provided pursuant to Fluidigm's standard service terms. Fluidigm's sole and exclusive liability (and Customer's sole and exclusive remedy) under the foregoing warranty shall be for Fluidigm to repair or replace software and instruments, as solely determined by Fluidigm. Nonconforming instruments will be serviced at Customer's facility or, at Fluidigm's option, Fluidigm's facility. If service is performed at Fluidigm's facility, Fluidigm will bear shipping costs.

This warranty does not apply to any Fluidigm Product to which any of the following apply, i.e., the warranty for any such Fluidigm Product unit shall be void: i) failure to provide a suitable storage, use, or operating environment; ii) use of non-recommended reagents; iii) use of the Fluidigm Products for a purpose or in a manner other than that for which they were designed; iv) modifications or repairs done by Customer; v) Customer's failure to install software updates, engineering changes or enhancements to the Fluidigm Products when recommended by Fluidigm; vi) service or maintenance by a person other than Fluidigm or its agents; vii) use of the Fluidigm Product outside the country of sale; viii) consumable Fluidigm Products or ix) any other abuse, accident, misuse, or neglect of the Fluidigm Products, including without limitation the use of the Fluidigm Product with any item other than Fluidigm Products (except as may be set forth in the extant applicable Fluidigm protocol for use of a Fluidigm Product, with associated standard laboratory tools and equipment ancillary to use of such Fluidigm Product). For example, use of a Fluidigm reader with non-Fluidigm IFCS voids the warranty for that reader, unless specifically authorized in writing by Fluidigm. This warranty applies only to Customer and not third parties. Customer acknowledges that failure to comply with any restriction of use set forth herein will (a) constitute a breach of these Terms and Conditions, (b) invalidate any warranty provided herein and any applicable service agreement, and (c) may constitute a violation or infringement of Fluidigm's and/or a third party's intellectual property rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FLUIDIGM, ITS SUPPLIERS AND ITS REPRESENTATIVES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO

FLUIDIGM PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7. Liability Limitation. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, FLUIDIGM AND ITS REPRESENTATIVES SHALL HAVE NO LIABILITY FOR (A) ANY LOSS OF USE OR PROFITS, LOSS OF REVENUE, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS, (B) PROCUREMENT OF SUBSTITUTE GOODS OR (C) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND

REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLUIDIGM OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AS TO ANY FLUIDIGM LIABILITY NOT LEGALLY SUBJECT TO THE FOREGOING, FLUIDIGM'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY BUYER TO FLUIDIGM IN THE PRIOR TWELVE (12) MONTHS. BUYER UNDERSTANDS THAT THE RISKS OF LOSS HEREUNDER ARE REFLECTED IN THE PRICE OF THE PRODUCTS AND THAT THESE TERMS WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK.

8. Intellectual Property.

8.1 Ownership. Except to the extent prohibited by applicable law, Fluidigm shall retain all ownership of its intellectual property rights with respect to the Fluidigm Products. All rights, title and interest, including without limitation all intellectual property rights, in and to all software Fluidigm Products and all documentation for such software, including on-line read-me or help files (collectively "Documentation"), and the content of all training provided by Fluidigm representatives on Fluidigm Products are and shall remain the property of Fluidigm, its licensors and suppliers. Customer hereby acknowledges such ownership and agrees to refrain from any action which may jeopardize, limit or interfere in any manner with such ownership. All software Fluidigm Products and related Documentation and training provided by Fluidigm are protected by copyright under 17 U.S.C. § 101 et seq. and other intellectual property rights, and their international equivalents and by international treaties. Customer agrees not to reproduce training sessions in whole or in part.

8.2 Fluidigm Product Improvement Inventions. Except to the extent prohibited by applicable law, Customer grants Fluidigm, with the right to sublicense, a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual license to make, have made, use, import, offer to sell or sell any Fluidigm Product Improvement Inventions when used in conjunction with any Fluidigm Products sold by or on behalf of Fluidigm. "Fluidigm Product Improvement Inventions" shall mean all inventions conceived or reduced to practice by or for Customer using Fluidigm Products that relate to the (a) use (e.g., protocols; cell culture and analysis methods; and nucleic acid amplification, barcoding, and assays), design, manufacturing, layout and packaging of any Fluidigm Products; (b) interfaces between any Fluidigm Products and other devices, such as optical/detection systems, fluidic systems, material extraction systems, and robotics for use in connection with any Fluidigm Products; or (c) automated analysis techniques (e.g., computers, software, etc.) relating to the extraction of data from any Fluidigm Products and storing/analyzing such data, for example, in a computer file or other storage media. Fluidigm Product Improvement Inventions shall not include data resulting from using Fluidigm Products (i.e., results of assays using Fluidigm Products, provided that "Fluidigm Product Improvement Inventions" shall include all data pertaining to the Fluidigm Products or their development, design, use, or manufacture) or discoveries derived from such data (provided that "Fluidigm Product Improvement Inventions" shall include all discoveries pertaining to the Fluidigm Products or their development, design, use, or manufacture).

8.3 Rights of Third Parties. Fluidigm Products may be covered by and/or sold under one or more U.S. or other patents licensed from third parties, including without limitation the California Institute of Technology, The Regents of the University of California, and/or The President and Fellows of Harvard College.

8.4 Trademarks. FLUIDIGM, the Fluidigm logo, Access Array, BioMark, C1, CyTOF, D3, DELTAgene, Digital Array, Dynamic Array, MaxPar, Script Builder, SNPtrace, SNPtype and related logos are trademarks or registered trademarks of Fluidigm Corporation in the U.S. and/or other countries.



9. Confidentiality. Customer shall keep in confidence and trust and shall not disclose or disseminate, or permit any employee, agent or other person working under Customer's direction to disclose or disseminate, to any person or entity, any software Fluidigm Product, including without limitation the C1 Script Builder Software, any related Documentation, any Access Key for any software Fluidigm Product, or any information and data related to any of the foregoing. Customer agrees to employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent such dissemination and disclosure as Customer employs for its own trade secrets and other confidential and proprietary information. Customer's employees and agents may be given access to the software Fluidigm Products, including without limitation the C1 Script Builder Software, or related Documentation only on a need-to-know basis for the purpose of the license granted to Customer, and only if they have, either as a condition of employment or in order to access such software Fluidigm Products or related Documentation, agreed in writing to be bound by terms and conditions substantially similar to this section. The obligations in this section shall be in addition to, and shall not supersede, any similar obligations that may be contained in any nondisclosure agreement between Fluidigm and Customer.

10. Indemnification. Customer shall indemnify, defend, and hold Fluidigm, its affiliates, and their respective directors, officers, employees, agents and representatives harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that any of them may incur as a result of Customer's use or resale or other transfer (authorized or unauthorized) of Fluidigm Products or by reason of Customer's breach of or failure to perform any of its obligations hereunder. Customer shall fully cooperate with Fluidigm in any investigation relating to any such claims and, at no charge to Fluidigm, make available to Fluidigm all related statements, reports and tests available to Customer.

11. Arbitration. Fluidigm and Customer agree that any dispute or controversy arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the extant rules of the International Centre for Dispute Resolution, by one (1) arbitrator appointed in accordance with such rules. For sales originating in Asia, the venue of any such arbitration shall be Singapore; for sales originating in Europe, the venue of any such arbitration shall be Amsterdam, Netherlands; and for sales originating in all other regions, the venue of arbitration shall be San Francisco, California. The arbitration shall be conducted in English, and any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or a true copy thereof. The decision and/or award rendered by the arbitrator shall be written, final and non-appealable, and the parties agree that the decision and/or award of the arbitrator shall be the sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counterclaims properly before the arbitrator. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award, punitive or exemplary damages against any party. The costs of any arbitration, including administrative fees and fees of the arbitrator, shall be shared equally by the parties, and each party shall bear the cost of its own attorneys' and expert fees, provided that the arbitrator may at his or her discretion award to the prevailing party the costs and expenses incurred by the prevailing party in connection with the arbitration proceeding. The decision and/or award of the arbitrator may be entered in any court of competent jurisdiction for a judicial recognition of the decision and applicable orders of enforcement (which may include, without limitation, permanent injunctive relief or orders for specific performance or for equitable relief), and either party may apply to any court of competent jurisdiction for appropriate restraining orders or temporary injunctive relief pending resolution of any arbitration proceeding. For avoidance of doubt, any such equitable remedies shall be cumulative and not exclusive and are in addition to any other remedies which either party may have under this Agreement or applicable law.

12. General

12.1 Entire Agreement. This Agreement, as defined in Section 1 above, constitutes the entire agreement between the parties with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior and contemporaneous representations, discussions, negotiations, agreements, understandings and undertakings, whether written or oral.

12.2 Modifications. This Agreement and any Addendum may be amended or supplemented only by a writing that refers explicitly to this Agreement and such Addendum and that is signed on behalf of both parties.

12.3 Waivers. The waiver by either party of a term or provision of this Agreement or of any Addendum, or of the other party's breach of this Agreement or of any Addendum shall not be effective unless such waiver is in writing and signed by such party. No waiver by a party of a breach of this Agreement or of any Addendum by the other party shall constitute a waiver of any other or subsequent breach by the other party.

12.4 Choice of Law; Forum; Attorneys' Fees. This Agreement and each Addendum shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The UN Convention for the International Sale of Goods shall have no application to this Agreement or to any Addendum. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in San Mateo County, California, as applicable, for any matter arising out of or relating to this Agreement or any Addendum, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. In any suit or arbitration to enforce this Agreement or any Addendum, the prevailing party shall have the right to recover its costs, expenses, attorney's fees, and fees and expenses of expert witnesses.

12.5 Construction; Severability. Time is not of the essence for Fluidigm's obligations herein. If any provision of the Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic and legal effect that is as near as possible to that provided by the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

12.6 Export Control. Customer agrees to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and shall not export or re-export any Products in violation of any such restrictions, laws or regulations, or without all necessary approvals.

12.7 U.S. Government End Users. Each Fluidigm software Product is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Addendum as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement ("DFAR") and its successors.

12.8 Notices. Any notice required or permitted hereunder shall be in English, in writing and shall be deemed to be properly given upon the earlier of (i) actual receipt by the addressee (including facsimile or e-mail) or (ii) five (5) business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested, or (iii) two (2) business days after being sent via private industry courier to a party to such address as it may designate in a writing. Notices (a) to Fluidigm shall be to the attention of the Legal Department and sent by registered mail at 7000 Shoreline Court, Suite 100, South San Francisco, CA 94080 U.S.A., and (b) to Customer shall be sent to the address provided to Fluidigm in connection with accepting this Agreement or the applicable Sales Quote, or, in each case, to such other mailing or electronic mail address as such party may specify in a written notice to the other party. An electronic copy of the notice may also be sent via email to legal@Fluidigm.com and to techsupport@fluidigm.com.

12.9 Publicity. Neither party will issue any press releases concerning this Agreement or any Addendum or the relationship between the parties without the prior written consent of the other party.

12.10 Authority. The individual accepting this Agreement or the applicable Sales Quote on behalf of Customer represents and warrants that he/she is authorized and empowered to bind Customer to all of the terms and conditions set forth in this Agreement and all applicable Addenda.

12.11 No Conflicting Funding. Customer represents and warrants that its use of any and all Fluidigm Products is not governed by any funding, grant or other terms or conditions, whether from the United States federal government or other institution, that would prevent Customer from complying with all of the terms and conditions of this Agreement and of each Addendum.

12.12 Independent Contractors. Customer's relationship with Fluidigm is that of an independent contractor, and nothing in this Agreement or in any Addendum is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship.

12.13 Assignment. Customer shall not assign, by operation of law or otherwise, this Agreement or any Addendum or any of its rights or delegate any of its obligations under this Agreement or any Addendum to any third party without the prior express written consent of Fluidigm. An "assignment" shall include any assignment or change of control in connection with any sale of all or substantially all of Customer's assets, any merger or acquisition of Customer, or any event whereby the holders of the majority of Customer's voting equity immediately before such event will hold less than a majority of Customer's voting equity immediately after such event, whether any of the foregoing occurs in a single transaction or a series of transactions. Any attempted assignment in violation of this section shall be void.

12.14 Equitable Relief. A breach by Customer of this Agreement or of any Addendum related to any Fluidigm Product or confidentiality will cause irreparable damage to Fluidigm for which money damages is not an adequate remedy. Therefore, if Customer breaches, or threatens or attempts to breach, any such obligations, Fluidigm shall be entitled to obtain equitable relief, in any court or forum notwithstanding Section 12.4, to protect its interests, including but not limited to injunctive relief, as well as monetary damages and any other appropriate relief, without obligation to post bond.

12.15 English. The controlling language of this Addendum is English. If You have received a translation into another language, it has been provided for Your convenience only.

ADDENDUM FOR SALE OF CYTOF® MASS CYTOMETER

AND ITS ASSOCIATED FLUIDIGM PRODUCTS

This Addendum for Sale of CyTOF® Mass Cytometer ("CyTOF") and its Associated Fluidigm Products ("CyTOF Addendum") contains terms that govern the sale of the CyTOF and its associated Fluidigm Products to Customer in addition to those contained in the main Agreement above. If there is a conflict between this CyTOF Addendum and the main Agreement above, the terms of this CyTOF Addendum shall take precedence as applicable for the CyTOF and its Associated Fluidigm Products only. Customer acknowledges that CyTOF and its Associated Fluidigm Products are sold: For Research Use Only. Not for use in diagnostic procedures.

1. Inspection upon Delivery for CyTOF and Associated Fluidigm Products only. Customer must inspect the exterior of the crate for activated "shock" or "tipping" sensors ("Sensors") at time of delivery. Activated Sensors or visible damage must be reported to the carrier on the bill of lading which must be signed by a Customer representative and given to driver at the time of delivery. In case of activated Sensors or visible damage during shipping, Customer will notify Fluidigm in writing within five (5) days of delivery and provide Fluidigm a copy of the signed bill of lading and Customer will retain all containers and packing materials for inspection. Hazardous materials authorized for return must be packed, labeled and shipped in accordance with regulations governing transportation of hazardous materials and any other applicable requirements.

2. Installation. Customer will make available a suitable place of installation in accordance with Fluidigm's installation specifications and procedures. Customer will furnish all labor required to place the Fluidigm Products in the desired location. Fluidigm will install the Fluidigm Products in accordance with its customary procedures. Site installation will be completed by a factory-trained Fluidigm representative and includes unpacking, assembly, and confirmation of factory specifications. It does not

include any site preparation. Networking of stand-alone computers is the responsibility of the Customer. Installation of the Fluidigm Product is deemed to be complete (i) after the successful completion of Fluidigm's installation specifications or (ii) in the event installation is delayed at Customer's site for reasons not caused by Fluidigm, then no later than five (5) business days after shipment.

3. **Limited Warranty.** The warranty as applied to CyTOF is limited to its intended use with the MAXPAR® line of reagents in accordance with its specified protocols and documentation. Any damage resulting from the use of reagents other than the MAXPAR line of reagents voids and nullifies the warranty provided hereunder. The warranty as applied to the CyTOF is not applicable to damage to Fluidigm Products caused by handling, moving or storage of the Fluidigm Products by a person other than Fluidigm or its agents.

4. **Instrument Warranty.** Services for the CyTOF covers labor, travel expenses and parts for the following:

- i. Unlimited service visits to repair the instrument during the Instrument Warranty Period, between 9 a.m. and 5 p.m. local time, Monday through Friday, excluding Fluidigm holidays;
- ii. 72-hour response for required on-site service, Monday through Friday, excluding Fluidigm holidays;
- iii. Software revisions that Fluidigm makes generally commercially available for CyTOF during the Instrument Warranty Period;
- iv. Unlimited telephone support for the Instruments between 9 a.m. and 5 p.m. Eastern Time, Monday through Friday, excluding Fluidigm holidays;
- v. One Preventative Maintenance (PM) Inspection to be performed during the Fluidigm Instrument Warranty Period, including one PM Kit.

5. **Training.** Fluidigm will provide one Introductory CyTOF Operator Training Course for up to two (2) Customer trainees at either Customer's location or Fluidigm's facility (subject to Customer payment of travel expenses). Training must take place within one (1) year from the date of installation.

ADDENDUM FOR ASSAY DESIGN SALES

1. **General.** This Addendum for Assay Design Sales ("Assay Design Addendum"), and the D3 Assay Design Portal Agreement, if used for submission of assays, and the main Agreement shall govern the sale of Access Array Target-specific Primers, DELTAgene assays, SNPtype assays, or any other Fluidigm assay custom designed for a nucleic acid sequence or target gene, and the designs of such primers and assays as designated by the accompanying Sales Quote, ("Assay(s)") and provision of certain services relating thereto, if any ("Services") to the purchaser ("Customer") all as described on Fluidigm's or its representative's Sales Quote. If there is a conflict between this Assay Design Addendum and the main body of the Agreement, the term of this Assay Design Addendum shall take precedence. If Customer's order of Assays is deemed an offer, Fluidigm's acceptance is expressly conditional on Customer's acceptance of these terms (except non-preprinted quantity, price and payment terms in the Sales Quote); if these terms are deemed an offer by Fluidigm, Customer's acceptance is expressly limited to these terms. Any additional or different terms or conditions (preprinted or otherwise) proposed by Customer shall not become part of this Agreement. If a purchase order or other form containing terms and conditions is used by Customer, Fluidigm objects to any proposed changes hereto. Fluidigm may substitute or modify Assays provided they comply with applicable Fluidigm specifications.

2. **Acceptance of Assays.** All Assays shall be conclusively and irrevocably deemed accepted without qualification by Customer upon delivery. Customer, however, will notify Fluidigm or its representative in writing of any nonconformity promptly after delivery, describing the nonconformity in detail. Customer is solely responsible for proper storage of Assays upon receipt.

3. Replacement. For any valid claim timely made, Fluidigm, at its option, may replace the Assay with an identical or substantially similar Assay. Replacement shall be the sole and exclusive remedy for such claims. Shipping charges will not be credited.

4. Cancellation and Deferral. Once Assay designs have been approved by Customer and a purchase order has been submitted by Customer, CUSTOMER MAY NOT CANCEL THE PURCHASE ORDER.

5. Restrictions. Customer agrees that it will use the Assays provided hereunder only in the ordinary course of Customer's normal internal research and development activities and will ensure that no other person or entity uses such Assays for any other purpose. Except to the extent prohibited by applicable law and solely for the purpose(s) contemplated by such law, Customer agrees not to: (i) transfer (including but not limited to resell, donate, or loan) Assays to any third party; or (ii) use Assays or data therefrom in a clinical diagnostic or therapeutic setting, such as where data from an individual's sample is given to such individual or used by a physician care giver for the purpose of diagnosis or treatment of a medical condition; or (iii) reverse engineer, adapt or modify any Assays. Customer agrees that it will not export or transfer Assays for re-export in violation of any United States laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity or embargoed country in violation of such laws. In the event of any ambiguity in applying this Section 5, the burden shall be on Customer to reasonably demonstrate compliance with the terms herein. Except as may be set forth in the then current applicable Fluidigm protocol for use of an Assay, with respect to standard laboratory tools and equipment ancillary to use of such Assay, each Assay may be used only with other Fluidigm Products. For example and without limitation, Fluidigm Assays may not be used with any non-Fluidigm chips, unless otherwise specifically authorized in writing by Fluidigm. Customer agrees to use the Assays solely for Customer's internal or commercial research purposes. Other uses are prohibited. By way of example and not limitation, re-sale to third parties or re-use of Assays or the sequence of primers and probes of the Assays designed by Fluidigm for commercial purposes is prohibited unless authorized in writing by Fluidigm. The following applies to Assays used in conjunction with pre-amplification methods: No right to perform Life Technologies Corporation's patented pre-amplification methods is conveyed with the purchase of these Assays from Fluidigm Corporation. A license to use these Assays with such pre-amplification methods can be obtained (i) with purchase of C1 Single-Cell Auto Prep Array, Dynamic Array or Digital Array IFCs from Fluidigm Corporation or (ii) by a separate license from Life Technologies Corporation. No right to resell this Fluidigm Product and no other rights (such as real-time PCR methods, apparatus, reagents or software to perform digital PCR methods) are conveyed by Life Technologies Corporation expressly, by implication, or by estoppel. For information on obtaining additional rights, please contact outlicensing@lifetech.com or Out Licensing, Life Technologies, 5791 Van Allen Way, Carlsbad, California 92008.

6. LIMITED LICENSE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, FOR FLUIDIGM PRODUCTS PROTECTED BY FLUIDIGM INTELLECTUAL PROPERTY RIGHTS, NO RIGHT TO COPY, MODIFY, DISTRIBUTE, MAKE DERIVATIVE WORKS OF, PUBLICLY DISPLAY, MAKE, HAVE MADE, OFFER TO SELL, SELL, USE OR IMPORT FLUIDIGM PRODUCT IS CONVEYED OR IMPLIED WITH THE ASSAYS OR ANY OTHER FLUIDIGM PRODUCTS PROVIDED HEREUNDER. ALL ASSAYS DELIVERED HEREUNDER ARE LICENSED TO CUSTOMER FOR RESEARCH USE ONLY IN CUSTOMER'S NORMAL COURSE OF BUSINESS. THIS LIMITED LICENSE PERMITS ONLY THE USE BY CUSTOMER OF THE PARTICULAR ASSAY(S), IN COMPLIANCE WITH APPLICABLE LAWS AND IN A MANNER NOT VIOLATIVE OF ANY THIRD PARTY RIGHTS, IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS PROVIDED THEREWITH, THAT CUSTOMER PURCHASES FROM FLUIDIGM OR ITS AUTHORIZED REPRESENTATIVE. EXCEPT AS SPECIFIED IN FLUIDIGM PROTOCOLS, THE PURCHASE OF ANY ASSAY(S) DOES NOT BY ITSELF CONVEY OR IMPLY THE RIGHT TO USE SUCH ASSAY(S) IN COMBINATION WITH ANY OTHER FLUIDIGM PRODUCT(S). The Assays do not have FDA approval. Customer agrees not to use the Assays in any setting requiring FDA or similar regulatory approval or exploit the Assays in any manner not expressly authorized.

7. Limited Warranty. Assays designed outside of published design specifications are not expected to conform to published performance specifications. Actual Assay performance will be affected if any of the following apply: a) failure to provide a suitable storage, use, or operating environment; b) use of non-recommended reagents; c) use of the Assays for a purpose or in a manner other than that for which they were designed; d) modifications or repairs done by Customer; or e) any other abuse, misuse, or neglect of the Assays, including without limitation the use of the Assay with any item other than Fluidigm chips and Assays (except as may be set forth in the then current applicable Fluidigm protocol for use of an Assay, with associated standard laboratory tools

and equipment ancillary to use of such Assay). Fluidigm has optimized its Assays for use with certain Fluidigm protocols, Fluidigm Products, and authorized third party Fluidigm Products. Accordingly, Fluidigm recommends that Customer not use any Assays provided hereunder in combination with any protocols, non-standard conditions, or Fluidigm Products which are not either: (i) provided by Fluidigm, or (ii) from a source authorized by Fluidigm. Customer acknowledges that failure to comply with any restriction of use set forth herein (including without limitation the preceding sentence) will (i) constitute a breach of these Terms and Conditions, and (ii) may constitute a violation or infringement of Fluidigm's and/or a third party's intellectual property rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FLUIDIGM, ITS SUPPLIERS AND ITS REPRESENTATIVES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO FLUIDIGM PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

8. Intellectual Property Rights. Unless otherwise expressly stated by Fluidigm in writing and subject to the Terms and Conditions of this Agreement, Customer's purchase of the Assays confers upon Customer a non-exclusive, nontransferable, non-sublicensable right under Fluidigm's intellectual property rights in the Assays, to use the Assays solely for Customer's internal or commercial research purposes (which specifically excludes commercial research services for third parties, unless otherwise authorized in writing by Fluidigm). Customer acknowledges that the use of the Assays beyond such research purposes, or for any of Customer's specific intended uses, may require Customer to obtain rights from third parties. It is solely Customer's responsibility to ensure it has all rights necessary for its intended use of the Assays. By way of non-limiting example, Customer's use of the Assays to test for a particular analyte (e.g., a particular nucleic acid sequence) may require a license or other permission from a party that controls the rights to such analyte. The Assays may be covered by one or more U.S. or foreign patents.

9. Indemnification. Customer shall indemnify, defend, and hold Fluidigm harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that Fluidigm may incur as a result of Customer's use or improper resale of any Assays sold pursuant hereto or by reason of Customer's breach of or failure to perform any of its obligations hereunder. If any claim is made against Fluidigm for infringement of intellectual property rights of any third party as a result of the manufacture or sale of goods based upon instructions, specifications, or other directions provided by Customer, Customer shall indemnify, defend, and hold Fluidigm harmless from and against any and all losses, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) that Fluidigm may incur as a result thereof. Customer shall fully cooperate with Fluidigm in any investigation relating to any such claims and, at no charge to Fluidigm, make available to Fluidigm all related statements, reports and tests available to Customer.

10. Confidential Information of Customer. Each nucleic acid sequence or target gene specified by Customer in writing or submission through D3 Assay Design Portal to Fluidigm that is intended to be detected by use of a custom Assay or to be included in primers and probes or other oligonucleotide Assays manufactured by Fluidigm and sold to Customer, and the facts that Customer placed orders for Assays containing or intended to detect such sequence and that Customer ordered oligonucleotide Assays from Fluidigm containing or intending to detect such sequence shall be "Customer Confidential Information". Fluidigm agrees that for five (5) years after the disclosure by Customer to Fluidigm of Customer Confidential Information, Fluidigm shall not disclose such Customer Confidential Information to any third party and will use at least the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care, to prevent the disclosure of such Customer Confidential Information to any third party. This undertaking of confidentiality shall not apply to, and Fluidigm shall have no obligations under this paragraph with respect to, any Customer Confidential Information that is or becomes a matter of public knowledge or part of the public domain through no fault of Fluidigm; or is disclosed by Fluidigm with Customer's prior written approval. Notwithstanding the foregoing, Fluidigm may disclose Confidential Information of Customer to the extent required to comply with governmental regulations and other applicable laws or to respond to subpoena or other compulsory legal process, provided in all cases that Fluidigm takes reasonable and lawful actions to avoid or minimize the extent of such disclosure.

11. Miscellaneous. This Agreement (including accompanying Sales Quote) constitutes the entire agreement between Customer and Fluidigm with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings and undertakings. This Agreement shall exclusively govern the ordering, purchase, and supply of the Assays, and shall override any conflicting, amending, and/or additional terms contained in any purchase orders, invoices, or similar documents, which are hereby rejected and shall be null and void. Fluidigm's failure to object to any such terms shall not constitute a waiver by Fluidigm, nor constitute acceptance by Fluidigm of such terms and conditions. Modifications may be made only in writing, signed by an authorized corporate officer of Fluidigm. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. This Agreement shall be governed by and construed according to the laws of California, without regard to conflict of law provisions. Customer may not assign this Agreement, and any change of control of Customer shall be deemed to be an assignment. In any legal action commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses. Subject to filling any orders that have been accepted by Fluidigm, Fluidigm may terminate this Agreement without cause upon thirty (30) days written notice. Sections 8 through 11 (inclusive) and all attached Addenda, if any, shall survive termination. Time is not of the essence for Fluidigm's obligations herein. In the event that any provision of this Agreement or portion thereof is found to be illegal or unenforceable, the Agreement shall be construed without the unenforceable provision or portion thereof.

**ADDENDUM FOR LICENSE OF
FLUIDIGM C1 SCRIPT BUILDER SOFTWARE**

This Addendum for the Fluidigm® C1 Script Builder Software contains terms that govern a license of the Fluidigm C1 Script Builder Software and its related documentation in addition to those contained in the Terms and Conditions of this Agreement above. If there is a conflict between this Addendum and the main body of the Agreement, the terms of this Addendum shall take precedence as applicable for the Fluidigm C1 Script Builder Software only.

In this Addendum, "You" and "Your" shall mean, as applicable, either the individual licensing the C1 Script Builder Software on his or her own behalf or using the C1 Script Builder Software as an employee of the Customer in accordance with the accompanying Sales Quote. For purposes of this Addendum, all references in the main Agreement to "Customer" shall be deemed to include You.

You may use C1 Script Builder Software by accepting the terms of the main Agreement and this Addendum. You agree to be bound by all of the terms and conditions of the main Agreement and this Addendum, INCLUDING:

- THE LIMITATIONS SET FORTH IN SECTIONS 7 AND 8 OF THE MAIN AGREEMENT ON HOW THE C1 SCRIPT BUILDER SOFTWARE MAY BE USED,
- FLUIDIGM'S RIGHTS TO FEEDBACK, AS PROVIDED IN SECTION 4.2 OF THIS ADDENDUM, AND
- NO BLOCKING PATENTS, AS PROVIDED IN SECTION 4.3 OF THIS ADDENDUM.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS ADDENDUM, YOU MUST DECLINE THE TERMS AND CONDITIONS AND YOU WILL NOT BE ABLE OR PERMITTED TO USE C1 SCRIPT BUILDER SOFTWARE.

You acknowledge that the Fluidigm C1 Script Builder Software and the related documentation are licensed and not sold: For Research Use Only. Not for use in diagnostic procedures.

1. Definitions.

- 1.1 “Access Key” shall mean any user-specific and/or computer-specific identification code that Fluidigm, at its option, elects to use to enable and control Your access to and use of the C1 Script Builder Software. An Access Key may or may not be provided to You.
- 1.2 “C1 Script” shall mean a software module, developed using the C1 Script Builder Software, that provides instructions to a Fluidigm C1™ Single-Cell Auto Prep System (a “C1 System”) to enable the C1 System to run a particular protocol.
- 1.3 “C1 Script Builder Software” shall mean Fluidigm’s script development software program, however provided by Fluidigm, whether provided by Internet download, provided in tangible media (e.g., CD), or otherwise. “C1 Script Builder Software”
- 1.4 “Documentation” shall mean any documentation, including on-line read-me or help files, for the C1 Script.
- 1.5 “Facility” shall mean Your facility located at Your address shown in the applicable Sales Quote or otherwise provided to Fluidigm in the connection with making the C1 Script Builder Software available to you.
- 1.6 “Update” means each patch, bug fix, error correction, update, upgrade, new version, new release, or other change to or replacement of the C1 Script Builder Software that Fluidigm provides. For the avoidance of doubt, Fluidigm has no obligation under this Addendum to create any Updates, or to provide any Updates.

2. License Grants

2.1 Software License. Subject to all of the terms and conditions in the main Agreement and this Addendum, Fluidigm grants You a personal, non-exclusive, non-transferable, non-assignable license, under Fluidigm's intellectual property rights in the C1 Script Builder Software, solely to install, execute and operate the C1 Script Builder Software only at the Facility, on one or more computers owned or controlled by You , solely to develop C1 Scripts for use only on C1 Systems owned or controlled by You or to which You have access, as set forth herein, and for no other use.

2.2 Documentation License. Subject to all of the terms and conditions in the main Agreement and this Addendum, Fluidigm grants You a personal, non-exclusive, non-transferable, non-assignable license to use the Documentation solely as necessary to exercise the license granted in Section 2.1. You are granted no right to, and You agree not to, modify or make any copies of any Documentation for any purpose unless pre-approved in advance and in writing by Fluidigm.

2.3 Reservation of Rights. Fluidigm, its licensors and its suppliers reserve all rights in the C1 Script Builder Software and Documentation not expressly granted to You in this Addendum.

3. License Restrictions. The restrictions in this section are in addition to, and cumulative with, the limitations set forth in Sections 4 and 5 of the main Agreement.

3.1 Certain Restrictions. You shall not make, have made, import, sell, offer for sale, reproduce, distribute, publicly display, publicly perform, or modify or create a derivative work of, the C1 Script Builder Software or Documentation. You shall not permit access to the C1 Script Builder Software or Documentation through a network or over the Internet, as an application service provider (ASP) or otherwise. You shall not rent, lease, loan, time-share, assign or otherwise transfer the C1 Script Builder Software or Documentation or any part thereof. You shall not use the C1 Script Builder Software or Documentation in a service bureau arrangement. You shall not use the C1 Script Builder Software or Documentation for the benefit or on behalf of any third party, or make any C1 Script Builder Software or Documentation available to any third party.

3.2 Additional Restrictions. In addition to all other restrictions in this Addendum, You shall not: (i) create any translation or localization of the C1 Script Builder Software or Documentation; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the C1 Script Builder Software (except to the extent applicable laws specifically prohibit such restriction); (iii) use the C1 Script Builder Software or Documentation to develop any product or item (other than C1 Scripts as authorized herein); (iv) remove or alter any trademark, logo, copyright, patent markings or other proprietary notices, legends,

symbols or labels on or in the C1 Script Builder Software or Documentation; or (v) publish any results of benchmark tests run on the C1 Script Builder Software or disclose C1 Script Builder Software features, errors or bugs to any third party without Fluidigm's prior written consent in each case.

3.3 Script Distribution. You shall not disclose, distribute or make publicly available any of its C1 Scripts or instructions for creating any script except with written authorization from Fluidigm or in a venue provided by Fluidigm for such distribution.

4. Ownership; Rights Granted to Fluidigm

4.1 Ownership of Software and Documentation. All rights, title and interest, including without limitation all intellectual property rights, in and to the C1 Script Builder Software and Documentation, are and shall remain the property of Fluidigm, its licensors and suppliers. You hereby acknowledge such ownership and agree to refrain from any action which may jeopardize, limit or interfere in any manner such ownership. The C1 Script Builder Software and Documentation are protected by copyright and other intellectual property, and by international treaties.

4.2 Feedback License. You agree to, and hereby do, grant to Fluidigm, without any additional consideration, a worldwide, nonexclusive, royalty-free, perpetual and irrevocable license with the right to grant and authorize sublicenses, to use and exploit, without restriction, any suggestions, modifications, improvements, ideas, know-how (whether or not patentable), processes, designs, discoveries, works of authorship, or inventions that You may disclose or provide to Fluidigm related to the C1 Script Builder.

Software or Documentation ("Feedback"). You shall have no obligation to provide any Feedback to Fluidigm. All Feedback is provided by You AS IS and You shall have no liability with respect thereto other than for intentional misconduct.

4.3 No Blocking Patents. To help prevent blocking of development and use of C1 Scripts by Fluidigm and its other licensees, You agree not to seek or obtain any patent right (or utility model or similar right) for any invention conceived or reduced to practice in connection with or arising out of use of C1 Script Builder Software or any associated protocol (any such Patent rights, "C1 Foreground Patent Rights"). Without limiting Fluidigm's remedies, if You do obtain any C1 Foreground Patent Rights, You agree to grant, shall be deemed to have granted, and do hereby grant to Fluidigm a nonexclusive, worldwide, royalty free, fully paid, irrevocable license, with the right to grant and authorize sublicenses, under the C1 Foreground Patent Rights, until the expiration of the last of the C1 Foreground Patent Rights to expire, to exploit the C1 Foreground Patent Rights without restriction, including without limitation to make, have made, use, import, offer to sell, and sell C1 Scripts. For clarity, no license is granted by You with respect to the chemistry required to execute any protocol implemented by any C1 Script.

5. Access Keys. An Access Key may be pre-installed by Fluidigm. If an Access Key is required, then You shall provide Fluidigm with the appropriate identification codes, as specified by Fluidigm support personnel, to generate an Access Key. The Access Key will be promptly sent to You via e-mail.

6. Confidentiality. You shall keep in confidence and trust and shall not disclose or disseminate, or permit any employee, agent or other person working under Your direction to disclose or disseminate, to any person or entity, the C1 Script Builder Software, Documentation, any Access Key, or any information and data related to any of the foregoing. You agree to employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent such dissemination and disclosure as You employ for Your own trade secrets and other confidential and proprietary information. Your employees and agents may be given access to the C1 Script Builder Software or Documentation only on a need-to-know basis for the purpose of the license granted to You, and only if they have, either as a condition of employment or in order to access the C1 Script Builder Software or Documentation, agreed in writing to be bound by terms and conditions substantially similar to this section. The obligations in this section shall be in addition to, and are cumulative with, the confidentiality obligations in Section 9 of the main Agreement.

7. Warranty Disclaimer. IN ADDITION TO ALL DISCLAIMERS OF WARRANTY IN THE MAIN AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUIDIGM, ITS LICENSORS AND ITS SUPPLIERS PROVIDE THE C1 SCRIPT BUILDER SOFTWARE AND

DOCUMENTATION, AND ANY SUPPORT OR OTHER SERVICES OR INFORMATION, AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE, OF THE C1 SCRIPT BUILDER SOFTWARE (INCLUDING WITHOUT LIMITATION ANY RESULTING C1 SCRIPT) AND ANY DOCUMENTATION REMAINS WITH YOU.

8. Limitation of Liability. THE LIMITATIONS ON LIABILITY IN SECTION 7 OF THE MAIN AGREEMENT APPLY TO THIS ADDENDUM.

9. Term and Termination

9.1 Term. This Addendum shall be effective with respect to each party from Your acceptance as provided above, and it shall remain effective until terminated pursuant to this Addendum.

9.3 Termination. The license granted to You under this Addendum shall terminate thirty (30) days after written notice by Fluidigm of any material breach by You of the main Agreement or this Addendum, unless You cure the breach within such thirty (30) day period.

9.4 Effects. In the event of any termination of the license granted to You in this Addendum, within five (5) days of such termination, (a) You shall permanently destroy every copy of the C1 Script Builder Software and Documentation in Your possession or under Your control and send the Access Key as reported by the licensing system of the C1 Script Builder Software to techsupport@fluidigm.com and (b) Sections 1, 2.3, 3.2, 3.3, 4, 6, 7, 8, 9.4 and 10 shall survive in perpetuity. You may continue to use any C1 Scripts created using the C1 Script Builder Software. Termination of the license granted to You this Addendum shall be in addition to all other rights and remedies of Fluidigm at law or in equity for any breach giving rise to such termination.

10. General Provisions. The provisions of Section 12 of the main Agreement apply to this Addendum.

APPENDIX B-1

SoftGenetics End User License Agreement
For
GeneMarker[®], JelMarker[®] and Mutation Surveyor[®]

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY DOWNLOADING, INSTALLING, OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CLICKING ON THE "ACCEPT," OR "I AGREE," BUTTON IS THE SAME AS SIGNING THIS AGREEMENT. IF YOU ARE INSTALLING THIS SOFTWARE FOR ANOTHER USER, YOU ACKNOWLEDGE THAT THE ULTIMATE END USER HAS READ AND AGREED TO THE TERMS OF THIS AGREEMENT. IF YOU ARE INSTALLING THIS SOFTWARE FOR AN ORGANIZATION, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AUTHORIZED TO BIND THE ORGANIZATION TO THE TERMS OF THIS AGREEMENT. IF AN ORGANIZATION USES THIS SOFTWARE, THE ORGANIZATION AGREES TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THIS SOFTWARE.

1. Definitions. "Software" means (a) all of the contents of the files (delivered electronically or on physical media), disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) SoftGenetics's or third party computer information, data, or software; (ii) related explanatory written materials or files ("Documentation"); and (iii) fonts and other output mechanisms; and (b) upgrades, modified versions, updates, additions, and future copies of the Software, if any, licensed to you by SoftGenetics (collectively, "Updates").
2. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software.
3. "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by SoftGenetics.
4. "Computer" means a virtual machine or a physical electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
5. "SoftGenetics" means SoftGenetics, LLC State College, PA 16803
6. Software License. As long as you comply with the terms of this End User License Agreement (the "Agreement") and pay all license fees for the Software, SoftGenetics grants to you a non-exclusive license to Use the Software for the purposes described in the Documentation. Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.

6.1. General Use. You may install and Use a copy of the Software on your compatible computer. You may also use the Software on a computer file server provided concurrent use does not exceed the Permitted Number. No other network use is permitted, including but not limited to, using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any user not licensed to use a copy of the Software through a valid license from SoftGenetics.

6.2. Distribution. This license does not give you the right to distribute or sublicense the Software to others. A separate agreement with SoftGenetics is required for any distribution or sublicensing of the Software.

6.3. Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used on any Computer other than for archival purposes. You may not transfer the rights to a backup copy unless you transfer all rights in the Software to subsequent authorized user.

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