

TERMS AND CONDITIONS OF SINGLE CELL DISCOVERIES B.V.

1. Definitions

In these terms and conditions (the “**Terms and Conditions**”) the terms listed below are defined as follows:

- 1.1. **Agreement** shall mean any oral or written agreement between SCD and Customer under which SCD has agreed to render Services to Customer, any amendment or supplement thereto and all (legal) acts in preparation and/or execution of that agreement.
- 1.2. **Customer** shall mean the entity purchasing the Services from SCD or the entity that has otherwise entered into an Agreement with SCD subject to these Terms and Conditions.
- 1.3. **Customer Material** shall mean any (biological) materials provided by Customer to SCD for the purpose of providing the Services. Such Customer Materials shall be specified in the Agreement.
- 1.4. **Party** shall mean SCD or Customer, together the **Parties** that have entered into an Agreement.
- 1.5. **Results** shall mean all data and information that result from the performance of the Services by SCD under the Agreement.
- 1.6. **SCD** shall mean Single Cell Discoveries B.V., a limited liability company incorporated under the laws of the Netherlands, with its registered offices at Uppsalalaan 8 (3584 CT) Utrecht, the Netherlands, registered in the Chamber of Commerce under number 71626336.
- 1.7. **SCD Material** shall mean any products or materials provided by SCD to the Customer for the purpose of providing the Services. Such SCD Materials shall be specified in the Agreement.

2. Applicability

- 2.1. These Terms and Conditions govern the offering, sale and rendering of all services (the services hereinafter referred to as the “**Services**”) from or on behalf of SCD to Customer and apply to all similar dealings between SCD and Customer, including all requests for offers and orders by the Customer with respect to the purchase of Services and all legal relationships arising from the foregoing.
- 2.2. These Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the Parties in respect of the rendering of Services and shall apply in preference to and supersede any and all terms and conditions submitted by Customer. Failure of SCD to object to terms and conditions set by Customer shall in no event be construed as an acceptance of any terms and conditions of Customer.
- 2.3. Any change, addition or deviation from (i) the quotation or offer provided by SCD, (ii) these Terms and Conditions or (iii) any Agreement shall be valid only if agreed in writing by the authorized representatives of the Parties.
- 2.4. Any electronic communication between the Parties shall be considered to be a “writing” and/or “in writing”. The electronic communication system used by SCD will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

3. Quotation and Agreement

- 3.1. Quotations or offers made by SCD in whatever form, are not binding upon SCD and merely constitute an invitation to Customer to place an order. All quotations issued by SCD are revocable and subject to change without notice unless otherwise set out therein. Orders are not binding until accepted by SCD in writing. SCD shall be entitled to refuse any order without indication of its reasons.
- 3.2. An Agreement shall come into effect upon the written acceptance by an authorized representative of SCD of (i) a Customer’s written acceptance of a quotation provided by SCD or (ii) an order by a Client.

- 3.3. If, and insofar as an Agreement has not yet been concluded in accordance with Section 3.2, the Agreement will be considered as concluded under these Terms and Conditions as soon as SCD starts rendering Services to the Customer at its express written or oral request.

4. Services

- 4.1. SCD shall render the Services in a professional manner, in conformity with good industry practice with due observance of the applicable (inter)national laws and regulations.
- 4.2. Unless expressly stated otherwise in the Agreement, any times or dates for the rendering of Services by SCD are estimates and shall not be of the essence. SCD is entitled to render the Services as stated in the Agreement in parts and to invoice separately. In no event shall SCD be liable for any delay in rendering the Services. Delay in rendering the Services shall not relieve the Customer of its obligation to accept the Services and to pay the rate specified in the Agreement for the Services rendered.
- 4.3. SCD will determine the manner in which the Agreement will be executed and will be entitled to engage third parties as subcontractor in the execution of the Agreement without any notice thereof to the Customer.
- 4.4. SCD shall provide Customer with the SCD Materials requested for the purpose of providing the Services in accordance with the quotation or request, or otherwise set out in the Agreement. Customer is obligated to inspect any SCD Materials upon receipt and to inform SCD in writing on any visible non-conformity within 14 (fourteen) calendar days of receipt of the SCD Materials and to state such non-conformity. Upon receipt of such notice of non-conformity SCD and such non-conformity can be attributed to SCD, SCD shall provide Customer with new SCD Materials within period at no charge. Customer will forfeit the right to invoke any visible non-conformity if it does not act in accordance with the foregoing.
- 4.5. Customer shall return the SCD Materials to SCD with the Customer Material as required for the Services within one year after receipt of the SCD Materials in accordance with the instructions provided by SCD at cost of the Customer. If the Customer does not return the SCD Materials in within such period, SCD shall only invoice the fees and expenses for such SCD Material in accordance with Article 7 of these Terms and Conditions, or otherwise set out in the Agreement.
- 4.6. The Customer shall further provide SCD timely with all relevant other information, documentation and data for the Services as reasonably requested by SCD. SCD is not obligated to commence the rendering of the Services before it has received the SCD Materials with the Customer Materials and any other information required in accordance with the instructions provided by SCD. If Customer provides the SCD Materials with the Customer Materials and other information required later than agreed, the estimated term for the Services will be extended by the duration of this delay.

5. Customer Material and Personal Data

- 5.1. The Customer Material transferred by Customer to SCD shall remain the property of Customer. Customer grants SCD, and any third parties engaged by SCD, the right to use the Customer Material for the purpose of performing the Services.
- 5.2. Parties acknowledge that the Customer Material may contain human or other biological material. Customer warrants to SCD that the Customer Material is obtained and provided to SCD in accordance with all applicable laws and regulations and that, if applicable, the subject from whom the Customer Material is obtained (or its legal representative) has provided consent for the use of the Customer Material for the Services or otherwise agreed under the Agreement.
- 5.3. Customer further warrants to SCD that the Customer Material and any other information provided by Customer to SCD shall not constitute or include personal information identifying any person as defined in Regulation (EU) 2016/679 or the Dutch Data Protection Act or any legislation or regulation replacing or succeeding such Regulation or Act.

- 5.4. Upon completion of the Services, SCD shall destroy any remaining Customer Material unless otherwise agreed in writing between the Parties. SCD shall not be liable for any damages that occur to the Customer Material.

6. Results and Acceptance

- 6.1. SCD will provide the Results to Customer in accordance with the quotation or Agreement. Parties agree that SCD shall not, in any way whatsoever, be obliged to achieve a certain Result ('inspanningsverplichting') unless otherwise agreed between the Parties in writing. If the Result is not achieved, Parties shall remain bound to comply with their obligations under these Terms and Conditions and the Agreement, except in the event of malicious intent, gross misconduct or gross negligence on the part of SCD. The Results shall be owned by Customer subject to Section 6.3.
- 6.2. Customer acknowledges that the Results are intended for research purposes only and agrees not to use the Results for clinical applications, for the purpose of diagnosis or treatment of humans. The Results cannot be used in any application where the failure, malfunction or inaccuracy of the Results carries the risk of death or (serious) bodily injury.
- 6.3. The ownership of the Results shall not pass to Customer, and full legal and beneficial ownership of such Results (and any raw data) shall remain with SCD, unless and until SCD has received payment in full for the Services rendered.
- 6.4. Customer shall within thirty (30) calendar days following the receipt of the Results of the Services complete any acceptance tests. If Customer does not notify SCD in writing of any non-conformance of the Results and/or Services in view of the Agreement, all Results and/or Services rendered will be deemed accepted by Customer.

7. Payment

- 7.1. Customer shall pay SCD the fees and expenses specified in the Agreement within fourteen (14) days following the date of SCD's invoice, by means of transfer into the bank account mentioned on the invoice. SCD shall provide Customer with a separate invoice for the SCD Materials transferred to Customer and the Services provided. All payments shall be made without any deduction on account of any taxes and free of set-off or other counterclaims. Prices and fees specified in the Agreement do not include value added tax. If no 'fixed price' is included in the Agreement, the amount to be paid by Customer will be determined by SCD through post-calculation, based on the rates per unit of time set out in the Agreement.
- 7.2. In the event that full payment has not been received on any outstanding payment within thirty (30) days, SCD has the right to, without prejudice to any of SCD's other rights:
 - a. demand that any outstanding payments with Customer become immediately due and payable;
 - b. immediately suspend (further) execution of the Agreement until any amounts outstanding are paid in full;
 - c. charge the statutory interest applicable with a minimum of one percent (1%) per month, with a part of a month considered a full month, from the due date computed on a daily basis until all amounts outstanding are paid in full;
 - d. all legal fees and out-of-court expenses incurred by SCD, including a 15% collection charge based on the entire outstanding invoiced amount (with a minimum of €250) are payable by Customer, with no need to provide proof that these costs have been incurred.
- 7.3. If any facts or circumstances give SCD reason to fear that Customer will not fulfil its obligations under the Agreement or will not fulfil them (or have them fulfilled) in full, Customer shall, immediately at the first request of SCD provide sound security (in the form of pledge, surety or otherwise) for the payment(s) owed and/or make an advance payment. If Customer fails to provide such a security or advance payment, SCD has

the right to immediately suspend (further) execution of the Agreement, and all amounts owed by Customer will become immediately due and payable.

- 7.4. Any complaint with respect to the invoice must be notified to SCD in writing within seven (7) calendar days after the date of invoice. If no complaint has been notified to SCD in this period, Customer shall be deemed to have approved the invoice.

8. **Confidential Information and Intellectual Property**

- 8.1. Each Party shall keep secret and shall not disclose any information of a confidential nature obtained from the other Party in relation to the Agreement or during its execution ("**Confidential Information**") for a period of five (5) years after the disclosure thereof, with the exception of Confidential Information that:
- i. is now, or hereafter becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public;
 - ii. was already known by the receiving Party before receiving the Confidential Information from the disclosing Party or is hereafter rightfully disclosed to the receiving Party by a third party legally permitted to make such disclosure without restriction on use or disclosure;
 - iii. is permitted to be disclosed by receiving Party pursuant to the prior express written consent of disclosing Party;
 - iv. is required to be disclosed pursuant to applicable law, however, disclosing Party shall give receiving Party prompt written notice sufficient to allow disclosing Party to take whatever action it deems necessary to protect its Confidential Information.
- 8.2. Each Party shall use the Confidential Information of the other Party solely in the context of the Agreement. Parties will impose their obligations under this Article 8 to any third party engaged by them.
- 8.3. All Confidential Information (including all copies thereof) shall at all times remain the property of the disclosing Party and shall be returned to the disclosing Party upon the first request of that Party thereto, except that the receiving Party may retain one copy of the Confidential Information solely for legal, archival purposes.
- 8.4. Customer shall retain and shall own all right, title and interest in any and all intellectual property right in and to (i) the Customer Material and information provided to SCD under the Agreement and (ii) the Results upon receipt thereof subject to Section 6.3.
- 8.5. SCD shall retain and shall own all right, title and interest in any and all intellectual and industrial property rights developed or reduced to practice by SCD (i) prior to the effective date of the Agreement or independent of the Services, and (ii) all improvements or modifications thereto developed in connection with the rendering of the Services and all new inventions developed in connection with the Services, provided that such improvements, modifications and inventions are of general applicability and do not relate to any Confidential Information or Confidential Information from the Customer.
- 8.6. Customer agrees that SCD may use the Results (and the intellectual property rights therein) solely for research purposes, including but not limited to the development of products and services, unless otherwise agreed between the Parties in the Agreement.

9. **Term and Termination**

- 9.1. An Agreement is concluded for an indefinite period of time and ends upon completion of the Services, unless the Agreement is terminated earlier as provided in this Article 9.
- 9.2. Customer shall have the right to terminate the Agreement for convenience upon thirty (30) days written notice to SCD.

- 9.3. Each Party may forthwith terminate the Agreement with immediate effect and without prejudice to any of its other rights under this Agreement, and in addition to any other remedies available to it by law or in equity, by registered letter to the other Party in the event that:
- i. the other Party fails to comply with its material obligations arising from the Agreement and, if capable of remedy, is not remedied within thirty (30) days after receipt of a written notice from the other Party by registered letter specifying the nature of the breach, and stating its intention to terminate this Agreement if such breach is not cured;
 - ii. the other Party becomes or is declared insolvent or a petition in bankruptcy has been filed against it or in the event a receiver or custodian is appointed for its business, or if a substantial portion of its business is subject to attachment or similar process and such application, assignment, commencement, filing, or corporate action continues for, and/or is not otherwise discharged or withdrawn on or before, a period of thirty (30) days.
- 9.4. If Customer terminates the Agreement pursuant to Section 9.2 above or SCD terminates the Agreement pursuant to Section 9.3 above, Customer is obliged to pay the fees and expenses for any SCD Material provided and Services rendered by SCD until the effective date of termination. Customer shall, furthermore, reimburse to SCD all costs that will be reasonably incurred by SCD after the effective date of termination of the Agreement pursuant to commitments entered into by SCD prior to the effective date of termination provided, however, that SCD will use commercially reasonable efforts to mitigate such costs.
- 9.5. The terms of Article 8 of these General Terms and Conditions shall survive 5 (five) years after termination or expiration of the Agreement. Sections 6., 9.3-9.5, and Articles 5, 7, 10 and 13 shall survive for an indefinite period of time. In addition, any other provisions which are required to interpret and enforce the Parties' rights and obligations under the Agreement shall also survive any termination or expiration of this Agreement, but only to the extent required for the full observation and performance of the Agreement.
- 9.6. Upon termination or completion of the Agreement, the Parties shall return all Confidential Information received from the other Party.

10. **Liability and Indemnification**

- 10.1. To the extent permitted by applicable law and save for gross negligence or willful misconduct of SCD or its officers, the liability of SCD shall be limited to breach of the Agreement that can be attributed to SCD ('toerekenbare tekortkoming'). Notwithstanding anything herein to the contrary and to the maximum extent as permitted by law, the total aggregate liability of SCD, on all claims of any kind, whether in contract, tort or strict liability, arising out of the performance or breach of these Terms and Conditions or Agreement shall be limited to the direct damages to the extent actually suffered by Customer or the third party and shall not exceed the lowest of the following amounts: the total value of the relevant Service from which the liability arises, or the amount actually paid by the insurance company of SCD.
- 10.2. Customer shall defend, indemnify and hold harmless SCD and its respective officers, directors, employees and successors and permitted assigns (collectively, "**SCD Indemnitees**") from and against any and all damages (including awarded by any court or administrative authority), liability, costs and expenses, including legal costs (together the "**Losses**"), in each case arising out of third party demands, claims, actions and lawsuits that are asserted or alleged against any SCD Indemnitee arising out of or in connection with: (i) the Customer's negligence, acts or omissions and/or non-compliance with the applicable laws, or (ii) any breach of the Terms and Conditions or the Agreement, including any breach of warranties, or the gross negligence or willful misconduct of Customer in the performance of its obligations or exercise of its rights under the Terms and Conditions and/or the Agreement, always provided that this indemnity shall not apply if such Losses arise from the negligence or willful misconduct by SCD Indemnitees.

10.3. Any claim for compensation against SCD shall lapse if such claim has not been notified to SCD in writing within one year after the grounds on which the claim is based are known to Customer or could have been reasonably known to Customer.

10.4. The provisions in this Article 10 shall also apply for the benefit of all third parties engaged by SCD in executing the Agreement.

11. **Force Majeure**

11.1. Neither Party will be liable for nonperformance or delays in performance under these Terms and Conditions or Agreement if its performance thereof is delayed or prevented by any event beyond such Party's reasonable control, including but not limited to, failure of suppliers of SCD and defects in any materials or software that SCD uses for the Services, provided that such performance shall be excused only to the extent of and during such event ("**Force Majeure**"). Upon the occurrence of any such event, the Party suffering thereby shall promptly inform the other Party by written notice thereof specifying the cause of the event and how it will affect its performance.

11.2. If a situation of Force Majeure lasts for more than ninety (90) calendar days, the Party not affected by the Force Majeure shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything

12. **Miscellaneous**

12.1. Parties may communicate with each other by electronic mail. Parties recognize the risks associated with electronic mail including, but not limited to, distortion, delays, interception, manipulation and viruses. Parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between us and – irrespective of the form – third parties including, but not limited to the Dutch tax authorities. The Parties shall do or omit all that can reasonably be expected of them to avoid such risks. If a Party should be in doubt as to the content of an electronic message received, the content of the message originating with the sender shall be decisive.

12.2. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect or limit the validity or enforceability of any other provisions hereof. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision shall be as close as possible to the intent of the invalid or unenforceable provision.

12.3. Customer cannot assign its obligations and rights under the Terms and Conditions, a quotation or offer by SCD or any Agreement with SCD to a third party without the prior written consent of SCD.

12.4. SCD reserves the right to, at its sole discretion, modify these Terms and Conditions upon written notice to the Customer. Any such modification shall be effective immediately upon such notice and continued use of the Services following such modification shall constitute the Customer's acceptance of the modified Terms and Conditions.

12.5. In case of conflict between these Terms and Conditions and an Agreement, the provisions of the Agreement shall prevail.

13. **Applicable law and jurisdiction**

13.1. These Terms and Conditions, any quotation or offer made by SCD or any Agreement between the Parties shall be governed exclusively by the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13.2. All disputes arising from these Terms and Conditions, any quotation or offer made by SCD or any Agreement between the Parties, including disputes regarding its existence and validity, that the Parties cannot resolve in mutual consultation within reasonable time, shall be settled by the competent court in the district of Amsterdam, the Netherlands.