

LIGHTHOUSE PROTEOMICS LLC SERVICES TERMS AND CONDITIONS

Definitions: Client means the person(s), user(s), customer, organization, incorporated association, or firm identified as the Client on the attached Quotation. Agreement refers to both the attached Quotation along with these terms and conditions, which constitute the Agreement. Fee means the total payment to be paid in accordance with the Quotation. Intellectual Property includes computer programs, copyright, patents, designs, inventions, confidential information or any other information, document or object which is capable of legal protection. Services means those services provided by Lighthouse Proteomics LLC that are described in the Quotation. Quotation means the attached Quotation to this Agreement, containing the quote for the Services, deliverables, milestones, if applicable, and invoicing schedule.

Notice to Client: The following terms and conditions are applied to the use of the Services provided by Lighthouse Proteomics LLC. Requesting a Quote for Services constitutes Client's acceptance of all the terms and conditions of this Agreement.

Description of Services: Lighthouse Proteomics LLC Services include, but are not limited to, the following: protein identification, qualitative analysis of protein post-translational modifications, quantitative analysis of both proteins and protein post-translational modifications, and assay development.

Samples: Client shall submit all samples, specimens or materials for analysis, including gel plugs, cells, and tissue samples in compliance with applicable import, export, customs, or other laws and regulations. Lighthouse Proteomics LLC will not accept any sample that is radioactive or can be characterized as above Biosafety Level 2 (BL2). Client shall indemnify and hold Lighthouse Proteomics LLC harmless from all losses, damages, costs, or expenses of any kind or nature, without limitation, which Lighthouse Proteomics LLC, its employees, representatives, consultants, or other third parties may incur resulting from Client's submission of harmful or potentially harmful samples.

Sample Shipment: Lighthouse Proteomics LLC assumes no responsibility and shall have no liability for any damage or loss of samples and material during transportation. Client shall be responsible to package material in suitable containers that will not affect the integrity of the sample during delivery. Lighthouse Proteomics LLC shall exercise the same responsibility for any samples to be returned to Client.

Sample Return: The platform technology that is used for peptide and protein analysis by Lighthouse Proteomics LLC is LC-MS/MS. Since the MS instrument platform is destructive, no samples sent to Lighthouse Proteomics LLC can be recovered after LC-MS/MS analysis. Any unused protein or peptide samples can be provided to Client upon request and at Client's expense. Unused samples will be stored for up to 6 months, after which the samples will be disposed according to

established and appropriate biological and chemical safety requirements.

Confidentiality of Analysis: Information and results from the analysis any Client submitted sample by Lighthouse Proteomics LLC shall be considered private and confidential. Lighthouse Proteomics LLC will neither disclose nor distribute this information to any third party, unless specifically requested in writing by the Client. Lighthouse Proteomics LLC will take necessary measures to maintain the confidentiality of these data. Lighthouse Proteomics LLC will provide Client the option of Internet or mail for the deliveries of results from such analysis. Transmissions made by Internet access will be carried out using a provider that is able to secure the confidentiality of the data using industry standard encryption methods. Lighthouse Proteomics LLC will have no liability for disclosure of these data due to errors in transmission, unauthorized acts of third parties, or the neglect of the Client in receiving, storing or handling this information.

Publication, Patent Application, and Licensing: Client is allowed and encouraged to publish the results in scientific journals, apply for patent(s), or license their discovery to other parties for any discovery resulting from analysis, whether partial or total, performed by Lighthouse Proteomics LLC. Generally, Lighthouse Proteomics LLC waives its right to both co-authorship in such publication and ownership for intellectual property resulting from this discovery, providing Client agrees to properly acknowledge the contribution made by Lighthouse Proteomics LLC in the related publication or patent application. In some cases, Lighthouse Proteomics LLC may have an individual agreement with another party to share royalty in some collaborating discovery projects. The Lighthouse Proteomics LLC intellectual property right in such case will be determined by individual agreement between the two parties.

Intellectual Property: Ownership of the test results created by the performance of the Service by Lighthouse Proteomics LLC shall pass to Client upon full payment of the Fee by Client. Any Intellectual Property created by Lighthouse Proteomics LLC in the course of developing, creating, and conducting the Services including, but not limited to, the process, methods, calculations, formulas, and overall design plan will be owned by Lighthouse Proteomics LLC. Both parties agree that nothing in this Agreement provides any rights to either party to the other party's pre-existing Intellectual Property except to the extent required to fulfill the obligations of this Agreement.

Client Information: Client agrees to provide true, accurate, current, and complete information as requested by the Service's registration forms. Such information is needed for delivery of results, invoicing, billing, and technical support. This information will be kept private and confidential. Lighthouse Proteomics LLC will not sell, reveal, or distribute Client information to any third party.

Technical Support: The following free and contract-based technical support and consultation services are available to Client: on-line, email and telephone support to

answer questions regarding results from analysis of Client's sample, descriptions of certain details in experimental methods and related references which may be needed for publications, the creation of specific slides or figures for presentation and publication, as well as presentation assistance. By default, such support will be continued for three years after the date of analysis, after such time Lighthouse Proteomics LLC will be free to remove such data from its data archive with notification to the Client.

Proprietary Rights of Raw Files and Software: In a typical proteomic analysis performed by Lighthouse Proteomics LLC, a sample sent from the Client is processed and then analyzed by a mass spectrometer generating a raw file. The raw file is processed by one or more computers utilizing processing programs. The output is then presented to one or more bioinformatics search programs. A Lighthouse Proteomics LLC expert or team of experts then analyze the output from the computer search to draw a conclusion about the analysis, which is then delivered to the Client as results. The raw file and the results are property of the Client. Client is provided with the option by Lighthouse Proteomics LLC to obtain a copy of the raw file from the Client's sample for a minor processing fee. Client understands that specific computer software (processing program, often licensed from the manufacture of the specific mass spectrometer) is needed in order to visualize and process a raw file. If Client wants to analyze the raw file independently, Client will need to obtain such license directly from the vendor of the software, and Lighthouse Proteomics LLC has no obligation to provide nor will it provide or resell any such software program. Furthermore, Lighthouse Proteomics LLC will neither provide nor sell its bioinformatic software used in its analysis, whether developed by Lighthouse Proteomics LLC or licensed from another source.

Billing Information and Service Payment: The prices for all Services shall be in accordance with the quotations provided and authorized by Lighthouse Proteomics LLC. Client agrees to provide correct and complete billing information (billing name, billing address, purchase order number or account number, etc.) to Lighthouse Proteomics LLC before commencement of the Service. Client is responsible to make full payment within 30 days, or the period specified in the Agreement, after receiving an invoice from Lighthouse Proteomics LLC upon completing an analysis of Client's sample(s). Lighthouse Proteomics LLC reserves its right to delay the delivery of any results to Client until correct and complete billing information has been received. Lighthouse Proteomics reserves its right to refuse providing future service to Client who has failed to make payment according to the Agreement. An interest charge in the amount of 1.5% of the total Fee per month shall be assessed on late invoices or invoices not paid in full within 10 days of the payment due date. Lighthouse Proteomics LLC considers the date the payment was received, not the postmark date, when determining whether a late fee is assessed.

Force Majeure: Lighthouse Proteomics LLC shall have no liability or obligation to Client of any kind including, but not limited to, any obligation to provide services arising from any delay or failure to perform all or any part of this Agreement as a

result of causes, conduct or occurrences beyond Lighthouse Proteomics LLC's reasonable control, including, but not limited to, commercial impracticability, fire, flood, earthquake, lightning, storm, accidents, act of war, terrorism, civil disorder or disobedience, act of public enemies, problems associated with transportation, shortage of energy or raw materials, acts of failure to act of any state, federal or foreign governmental or regulatory authorities, labor disputes, strikes, or failure of suppliers to make timely deliveries of materials, goods or services to Lighthouse Proteomics LLC.

Disclaimer of Warranties: The Services described here are experimental in nature. Therefore, no warranties of any kind, either expressed or implied, are given concerning results from the Service, including any warranties of correctness, completeness, or fitness for a particular purpose.

Liability: The Service and the results are provided “as is” and without any warranty of any kind, either expressed or implied. Lighthouse Proteomics LLC shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for lost data or lost profits whether arising from or relating to tort (including negligence), contract, or otherwise. Except as otherwise provided by law, Lighthouse Proteomics LLC’s sole liability to Client, for any and all claims under any theory of law, shall not exceed the aggregate amount paid by Client or Client’s employer for Service. Liability claims regarding damage caused by the use of any information provided, including any kind of information that is incomplete or incorrect, will therefore be rejected.

The protein analysis Services provided by Lighthouse Proteomics LLC are based on mass spectrometric analysis and identification of proteins. The analysis and identification process makes use of peptide mass fingerprint and/or peptide fragmentation data. These data are searched against public databases that are constantly being changed and amended and may therefore contain data with errors. Moreover, the analysis process utilizes software programs which are based on measures of statistical significance and the end results may therefore prove to be wrong or inaccurate, and there is a risk that false positive analysis results and identifications will be made. Lighthouse Proteomics LLC shall assume no responsibility or liability of any kind for any mistakes, false identifications, or false data as a result of this process.

Insurance: Each party shall maintain a commercial general liability insurance policy with coverage provided at a minimum of \$1,000,000 per claim and \$1,000,000 in the aggregate for the term of this Agreement.

Governing Law and Jurisdiction: The Service is controlled and operated by Lighthouse Proteomics LLC which is located in the County of Essex, Commonwealth of Massachusetts, the United States of America. This Agreement shall be governed by and construed with the applicable laws of the United States and the Commonwealth of Massachusetts. It is Client’s responsibility to assure that this

agreement complies with the applicable laws of its region, state, or country. Client agrees that any legal action taken against Lighthouse Proteomics LLC shall take place in either the Massachusetts District of the United States District Court or the Essex Division of The Trial Court Department of The Commonwealth of Massachusetts.

Severability: All provisions in these terms and conditions are severable and in the event any of the provisions are ruled by any court of competent jurisdiction to be invalid, illegal, or unenforceable the remainder shall continue in full force and effect. Both parties agree to endeavor to replace any void provision with a valid one that in its economic effect is most consistent with the void provision. Both parties must agree to any such replacement provision in writing.

Waiver: No amendment, modification or waiver of any term, condition, right or remedy hereunder shall be effective for any purpose unless specifically set forth in writing signed by the party to be bound thereby. The waiver by any party of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition thereof. Failure or delay on the part of Lighthouse Proteomics LLC to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude exercise of any other right, power or privilege.

Survival: All provisions of this Agreement, which by their nature must survive termination or expiration of this Agreement in order to give effect hereto, shall survive termination or expiration of this Agreement. Such provisions shall continue to bind the parties hereto in the event that either party sells, assigns or transfers its interest, in whole or in part.

Whole Agreement: These terms and conditions constitute the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter, unless both parties have engaged in an Agreement that supersedes this. To the extent that the parties have entered into an annual service agreement, the annual service agreement is considered to be an addendum to these terms and conditions. In the event of an ambiguity between these terms and conditions and any annual service agreement, these terms and conditions shall govern the relationship between the parties.