

Terms and Conditions of Services – Lexogen, Inc.

1. General

These Terms and Conditions for Service Projects apply to all service-based offerings provided by Lexogen, Inc. ("Lexogen"), including but not limited to sequencing services, data analysis, and related laboratory services. In the event of any conflict between these Terms and Lexogen's General Terms and Conditions of Sales, the terms specifically set forth herein shall prevail.

2. Performance of Services

Lexogen shall perform services with due care and according to the specifications agreed upon in the relevant Quote. Project timelines are estimates only and may be subject to change. The Customer acknowledges that the success of the project depends on the quality and properties of the provided samples and compliance with Lexogen's sample submission requirements. The Customer shall be responsible for verifying the accuracy of all Quotes and for understanding the information contained therein.

3. Project Start Requirements

A service project may only begin after assignment of project number, successful sample receipt, provision of adequately filled sample submission form, and a valid purchase order from the Customer's institution or company. Delays in submission of samples, purchase order, or sample submission form will lead to a delayed project completion and extend turnaround times respectively and are in the Customer's responsibility. The Customer must provide an estimated delivery date for samples to be processed under a relevant Quote. Unless otherwise agreed in writing, samples must be delivered within 3–6 (three-six) months after Quote acceptance and provision of a valid purchase order by the Customer to Lexogen ("Sample Submission Deadline"). Lexogen reserves the right to revise the offer and adjust pricing if the Sample Submission Deadline is not met.

4. Pilot Projects

Lexogen and the Customer can agree to run a pilot project ("Pilot project") before starting a subsequent project with a bigger number of samples to be processed ("Main project"). The Customer must ensure that the samples delivered for the Pilot project are representative of those for the Main project, with comparable properties such as cell count per sample, cell viability, solvent composition, RNA/DNA quality, RNA/DNA concentration, and other relevant properties. This is a prerequisite for Lexogen to be able to guarantee comparable results delivered for the Pilot project and Main Project.

5. Sample Delivery

The Customer must communicate an estimated delivery date for samples to Lexogen. Sample shipments can only be accepted during office hours of Lexogen GmbH at the Lexogen headquarters. Unless otherwise agreed in writing, samples must be delivered within 3–6 months of offer acceptance and provision of a valid purchase order to Lexogen. Lexogen reserves the right to revise the Quote and adjust pricing if deadlines for sample delivery are not met.

6. Shipment of Samples

The Customer is responsible for ensuring proper packaging and compliance with Lexogen recommendations as well as shipping regulations when sending samples to Lexogen. Lexogen may assist in arranging shipments but accepts no liability for loss, damage, or compromise of samples during transit. Return shipment of samples after project completion is possible upon request, at the Customer's expense. All packaging, shipment, and handling costs will be charged to the Customer. Lexogen accepts no liability for samples lost, damaged, or compromised during return shipment.

7. Quote Validity

Quotes are valid until the stated expiry date and apply only to the specified sample number and requirements as stated on the Quote. Lexogen reserves the right to adjust any parameters of the Quote after its expiration date, in particular the per-sample pricing if the number of samples changes or if the Quote is redeemed after its validity period.

8. Billing and Payment Terms

Invoicing is initiated on project completion, unless agreed otherwise in advance. Services may be invoiced in parts as they are rendered ("Subprojects"), and such Subprojects may be invoiced separately. Unless otherwise agreed in writing, invoices are due within thirty (30) days of the invoice date without any deductions. Payments must be made via bank transfer to the account specified on the invoice and free of any set-off or counterclaims.

Any payment not received by the due date shall accrue interest at a rate of two percent (2%) per month, or the highest rate allowed by Applicable Law.

9. Prepayments

Lexogen allows for prepaid Service projects. Prepayments are non-refundable and must be redeemed within twelve (12) months of payment date ("Prepayment Period"), unless otherwise agreed in writing. Any remaining prepaid amount after the Prepayment Period will expire. Prepayments may be applied to any future services within the Prepayment Period but may not be used to offset any outstanding debts without Lexogen's consent.

10. Ownership of Samples, Data, and Intellectual Property

Unless otherwise agreed in writing, the Customer remains the owner of biological samples and results delivered by Lexogen to the Customer. Lexogen retains ownership of all intellectual property developed prior to or outside the scope of the Service project. For further clarity, Customer agrees that Lexogen's proprietary technologies existing prior to the performance of the Services shall remain the sole property of Lexogen, and that any and all improvements to Lexogen's proprietary technologies that are not specifically related to the samples submitted by the Customer, whether or not conceived within the performance of the Service in connection with a particular Service project, shall be the sole property of Lexogen.

11. Quality Control Failure

If samples fail Lexogen's quality control checks, they will not be processed further without Customer's explicit consent. Customers will be invoiced only for Services performed. If at least 20% of samples fail, Lexogen reserves the right to recalculate the quoted per-sample pricing and provide Customer with a new pricing for the project unless agreed otherwise in advance. Sequencing costs already incurred remain payable by the Customer.

12. Drop-out

A drop-out is defined as a failed library preparation or a sequencing result below the expected read depth. Sequencing depth per sample is an average value; only the agreed total sequencing depth applies as the baseline. If the majority of samples do not meet expectations, Lexogen may suspend the project and will consult with the Customer on further steps.

13. Sample preparation

Lexogen reserves the right to select the best workflow for the project unless agreed otherwise with the Customer in advance. Lexogen employs proprietary and state-of-the-art technologies within validated and optimized service workflows. The selection, implementation, and adaptation of technologies are based on thorough internal evaluations and may be modified at any time without prior notice or obligation to communicate such changes.

14. Sequencing Platform and Parameters

If not specifically agreed with the Customer otherwise, the choice of the sequencing platform is at Lexogen's sole discretion and will be made based on technology, project size, and operational considerations. Sequencing parameters stated in the Quote may only be changed if the change benefits the Customer, e.g., longer reads or higher read depth. In such a case, no approval by the Customer is required.

15. Data Analysis

Unless otherwise agreed with the Customer, data analysis will be performed using the current version of Lexogen's standard bioinformatics pipeline. Bioinformatic codes used by Lexogen in the framework of data analysis, including codes applied for customized bioinformatics services, are

proprietary to Lexogen and will not be disclosed, transferred or made available to customers, unless expressly agreed otherwise in writing in advance. Data analysis is performed exclusively based on the information provided in the sample submission form. Secure data transfer is facilitated through Lexogen's sFTP server, accessible exclusively with unique user credentials.

16. Gene Expression Data Analysis

For gene expression analysis, the Customer must specify the targeted sample comparisons in advance. The standard data analysis includes one (1) additional comparison. Any further comparisons will be charged separately. Standard analysis supports up to approximately ten (10) conditions and twenty (20) comparisons. Each sample may be assigned to one (1) condition only. Customers are responsible for specifying comparisons in the correct order. Requests exceeding these limitations or requiring reanalysis may incur additional costs and extended timelines.

17. Sample and Data Storage

Lexogen will store biological samples for up to three (3) months after project completion, after which samples will be destroyed. Project data will be stored for three (3) months after project completion and transfer of the project data to Customer. After the period of three (3) months the data will be irreversibly deleted. An extended storage period for both, samples and data, beyond the period of three (3) months ("Guaranteed Storage Period") can be arranged at extra cost. Customers must contact Lexogen at least two (2) weeks before the end of the Guaranteed Storage Period to arrange for an extended storage of samples and/or data.

18. Internal Testing

After the Guaranteed Storage Period has expired, Lexogen may use remaining samples or data for internal testing unless otherwise requested in writing by the Customer. Upon Customer's request, data can be permanently deleted from Lexogen's infrastructure at any time.

19. Anonymized Data Usage

Lexogen may collect and compile anonymized project data while performing Services ("Anonymized Data"). Lexogen guarantees that any identifying information will be removed from such data, and it will not be possible to trace back information to the Customer or samples / information provided by the Customer. Such Anonymized Data may be used for the improvement of Lexogen NGS Services or any other Lexogen business purpose, including but not limited to marketing purposes.

20. Subcontracting

Lexogen strives to carry out all work in-house. To perform parts of the service, Lexogen may engage subcontractors, provided Lexogen remains responsible for their performance.

21. Warranties and Liability

Lexogen will perform Services in a professional manner in accordance with industry standards but does not guarantee that a specific result will be achieved unless explicitly stated in writing. Lexogen shall not be liable for non-conformance resulting from poor sample quality, improper initial handling by Customer, shipping damage, or factors outside Lexogen's control. Lexogen's total liability shall not exceed the amount paid for the specific service project giving rise to the claim, and under no circumstances shall Lexogen be liable for indirect, incidental, or consequential damages.

22. Confidentiality

Lexogen and Customer shall keep confidential all non-public information disclosed in connection with the service and shall not disclose such information to any third party without prior written consent of Lexogen or Customer respectively.

23. Information Accuracy and Customer Obligations

The Customer is responsible for providing complete and accurate information (e.g., in the sample submission form) necessary for the proper execution of the services. Errors, omissions, or incomplete information that require repetition of parts of the services may result in additional charges. Any delays attributable to the Customer during the course of the project may extend the overall turnaround time.