

Terms and Conditions for Cell Panel Screening and Immunology Compound Screening Services

1. Scope and Formation

- a. These Terms and Conditions apply to all cell panel screening and immunology compound screening, profiling and related research services provided by Horizon Discovery Biosciences Limited (**Provider, we, us**) to the customer identified in the applicable quote, proposal, order form or statement of work (**Customer, you**).
- b. By placing an order, issuing a purchase order, countersigning a quote or proposal, or otherwise requesting that we begin the Services, you agree to these Terms. Each accepted quote, proposal, order form or statement of work is an **Order**. These Terms and the applicable Order form the agreement between the parties.
- c. If there is a conflict between these Terms and an Order, these Terms control unless the Order expressly states that a specific provision overrides these Terms.

2. Services

- a. We will provide the services described in the applicable Order (**Services**) using reasonable skill and care, in a professional manner, and in accordance with applicable law.
- b. You acknowledge that the Services are scientific, experimental and research-based. Outcomes may be affected by variables outside our control. We do not guarantee any specific result, outcome, regulatory acceptance, development milestone, commercial utility, or timeline. Timelines, deliverables and performance expectations are estimates only and are provided on a reasonable efforts basis.
- c. We may adjust timelines where delays are reasonably anticipated. We may deviate from an Order without prior approval where necessary to address safety, property, legal or regulatory risks, provided that we notify you as soon as reasonably practicable.
- d. Any change to the scope, fees, materials, timeline or deliverables must be agreed in writing. We may provide a revised cost and timing estimate for any requested change.

3. Customer Materials and Information

- a. You will provide all materials, compounds, data, instructions and information specified in the Order (**Customer Materials**) at your risk and expense.

- b. You represent that:
 - i. you have the right to provide the Customer Materials to us;
 - ii. our use of the Customer Materials to perform the Services will not infringe third-party rights;
 - iii. the Customer Materials are fit for the stated purpose, uncontaminated, and free from defects except as disclosed to us in writing; and
 - iv. all information provided to us about handling, storage, safety, regulatory status and use of the Customer Materials is accurate and complete.
- c. We may rely on information you provide and are not required to verify it. We are not liable for loss, delay, failed experiments or defective deliverables caused by deficient, contaminated, unsuitable, inaccurate or incomplete Customer Materials or information.
- d. Unless otherwise agreed, we will use Customer Materials only to perform the Services and will not use them in humans. We may disclose Customer Materials to our affiliates and subcontracted personnel only as needed to perform the Services. After completion or termination, we may safely dispose of remaining Customer Materials unless the Order states otherwise.

4. Deliverables and Acceptance

- a. We will provide the reports, data files, software access or other deliverables specified in the Order (**Deliverables**).
- b. You must inspect Deliverables promptly after receipt. Deliverables are deemed accepted unless you notify us in writing within 7 days after receipt, identifying in reasonable detail the material non-conformity with the applicable specification.
- c. If we accept a complaint, our sole obligation, at our discretion, is to:
 - i. re-perform the affected part of the Services;
 - ii. re-deliver the affected Deliverable; or
 - iii. refund the portion of the fees attributable to the non-conforming Deliverable.
- d. This Section 4 states your sole and exclusive remedy for non-conforming Deliverables.

5. Fees, Invoicing and Taxes

- a. You will pay the fees stated in the applicable Order. Unless the Order states otherwise, fees are exclusive of VAT, sales tax, use tax, duties, tariffs and similar taxes or charges.
- b. Invoices are payable within 30 days after the invoice date, without set-off, deduction or withholding except as required by law. If withholding is required, you must increase the payment so that we receive the amount we would have received without the withholding, subject to any relief or repayment we actually receive.
- c. Late payments accrue interest at 4% above Barclays Bank base rate, calculated daily from the due date until paid.
- d. If a change in law, tax, tariff, import/export requirement or similar regulatory requirement materially increases our cost of performing the Services, we may notify you of revised fees. You may terminate the affected Order within 30 days after notice. Services performed after that 30-day period will be charged at the revised rate.

6. Suspension

- a. We may suspend Services immediately if:
 - i. you fail to pay amounts due;
 - ii. you materially breach these Terms or an Order;
 - iii. you fail to provide required Customer Materials, information or approvals;
 - iv. suspension is needed for maintenance, safety, legal, regulatory or governmental reasons; or
 - v. we lose or are at risk of losing an authorization needed to provide the Services.
- b. We will resume the Services after the cause of suspension is resolved. You will reimburse reasonable additional costs caused by the suspension.

7. Confidentiality

- a. Each party will keep the other party's Confidential Information confidential and use it only to perform or exercise rights under these Terms or an Order. Confidential

Information may be disclosed only to personnel, affiliates, advisers and contractors who need to know it and are bound by confidentiality obligations.

- b. Confidential Information does not include information that the receiving party can show:
 - i. is or becomes public without breach;
 - ii. was already known without restriction;
 - iii. is lawfully received from a third party without restriction;
 - iv. is independently developed without use of the disclosing party's Confidential Information; or
 - v. is approved for disclosure in writing.
- c. A party may disclose Confidential Information where required by law, court order or regulator, provided it gives prior notice where legally permitted and limits disclosure as far as reasonably practicable.
- d. Confidentiality obligations survive for 5 years after termination or expiry. Trade secrets remain protected for so long as they remain trade secrets under applicable law.

8. Intellectual Property

- a. Each party retains all intellectual property rights it owned or controlled before the Services or developed independently of the Services (**Background IP**).
- b. Subject to payment of all fees, you own the experimental data, results and findings included in the Deliverables (**Results**). We assign to you our copyright in reports and intellectual property created under the applicable Order to the extent inseverable from your Customer Materials or Confidential Information.
- c. We retain all rights in our Background IP, methods, know-how, platforms, software, workflows, templates, analytical techniques, improvements and modifications to our services, products and technology, including those developed in connection with the Services.
- d. You grant us a worldwide, non-exclusive, non-transferable licence to use Customer Materials, Customer Confidential Information and your Background IP solely as needed to perform the Services and provide Deliverables.
- e. We may use Results internally to improve our services, products and technology, provided we do not disclose your Confidential Information or infringe your Background IP.

- f. Except as expressly stated, no rights or licences are transferred or granted by implication.

9. Software

If we provide you with access to the Chalice Viewer software (**Software**) for viewing screening data, you agrees to comply with the terms in Schedule 1 relating to the use of the Software.

10. Compliance

- a. Each party will comply with applicable laws, including export control, sanctions, anti-bribery and anti-corruption laws. Each party will comply with its respective obligations under applicable data protection laws for personal data processed in connection with the Services.
- b. You are responsible for ensuring that your use of the Deliverables, Results and Customer Materials complies with applicable laws and regulatory requirements.

11. Warranties and Disclaimers

- a. Each party warrants that it has authority to enter into and perform the agreement.
- b. We warrant that we will perform the Services using reasonable skill and care and in accordance with applicable law.
- c. Except as expressly stated in these Terms, all conditions, warranties, representations and other terms, express or implied, are excluded to the fullest extent permitted by law. We do not warrant that the Services, Results or Deliverables will:
 - i. achieve any particular scientific, technical, regulatory or commercial outcome;
 - ii. be accepted by any regulator or governmental agency;
 - iii. enable development, marketing or exploitation of any product or material;
 - iv. be error-free or complete; or
 - v. avoid infringement risk arising from your use, combination or exploitation of the Deliverables.

12. Liability and Indemnity

- a. Nothing in these Terms limits liability that cannot lawfully be limited or excluded.

- b. Subject to the preceding sentence, neither party is liable for indirect, consequential, special, incidental, exemplary or punitive damages, or for loss of profits, revenue, business, goodwill, anticipated savings or opportunity, whether arising in contract, tort, negligence, breach of statutory duty or otherwise.
- c. Subject to the first sentence of this Section 12, each party's total aggregate liability arising out of or in connection with an Order is limited to the fees actually paid under that Order.
- d. The exclusions and limitations in this Section 12 do not apply to:
 - i. misuse, misappropriation or unlawful use of the other party's intellectual property;
 - ii. breach of confidentiality; or
 - iii. your breach of the warranties relating to Customer Materials and infringement.
- e. You will defend and indemnify us and our affiliates from third-party claims, regulatory actions, losses, penalties, costs and expenses arising from:
 - i. your use, handling, storage, transfer, sale or exploitation of Provider Materials, Results or Deliverables;
 - ii. misuse or unauthorized transfer of Provider Materials;
 - iii. breach of your obligations about Customer Materials, Provider Materials, human-derived materials, data protection, import/export, sanctions or restricted data; or
 - iv. your gross negligence or wilful misconduct.
- f. This indemnity does not apply to the extent caused by our gross negligence, wilful misconduct or material breach.

13. Other Services

We may provide services to third parties that are similar or identical to the Services and may work on similar compounds, targets, assays, cell lines or projects, provided we do not use or disclose your Confidential Information in breach of these Terms.

14. Termination

- a. Either party may terminate an Order for convenience on 30 days' written notice.

- b. Either party may terminate an Order immediately if the other party materially or repeatedly breaches these Terms or the Order and, where capable of cure, fails to cure within 30 days after written notice.
- c. We may terminate an Order if payment remains unpaid for 30 days after written notice. Either party may terminate immediately if the other party becomes insolvent or subject to similar proceedings.
- d. On termination, you must pay within 30 days after invoice:
 - i. fees for Services performed up to the termination date;
 - ii. the proportion of fixed fees corresponding to work completed or time elapsed;
 - iii. incurred and non-cancellable expenses; and
 - iv. reasonable wind-down costs.
- e. Subject to payment of all amounts due, we will provide Deliverables existing as of the termination date.

15. Force Majeure

- a. Neither party is liable for delay or failure to perform, other than payment obligations, caused by events beyond its reasonable control, including utility or transport failure, pandemic, epidemic, governmental action, accident, fire, flood, storm, war, terrorism, labour disruption, supply chain disruption, or failure of suppliers or subcontractors.
- b. The affected party must notify the other party and use reasonable efforts to mitigate the impact. If the event continues for more than 90 days, either party may terminate the affected Order.

16. Publicity

Neither party may use the other party's name, logo or marks in publicity, advertising, customer lists, publications or announcements without prior written consent.

17. Assignment and Subcontracting

- a. You may not assign or transfer an Order or these Terms without our prior written consent, not to be unreasonably withheld or delayed.
- b. We may assign or transfer an Order or these Terms to an affiliate or to a successor to all or substantially all of the relevant business or assets. We may use affiliates,

contractors and subcontractors to perform the Services, provided we remain responsible for performance.

18. Notices

- a. Legal notices must be sent by hand, registered post, internationally recognized courier, or email to the addresses specified in the applicable Order or on our website for legal notices.
- b. Notices are deemed received:
 - i. if sent by email, when sent, provided no bounce-back or delivery failure is received;
 - ii. if delivered by hand or courier, when presented for delivery; and
 - iii. if sent by registered post or airmail, 5 business days after posting.

19. General

- a. The parties are independent contractors. These Terms do not create a partnership, joint venture, agency or employment relationship.
- b. No waiver is effective unless in writing. A delay or failure to exercise a right is not a waiver.
- c. If any provision is invalid or unenforceable, the remaining provisions remain effective, and the parties will replace the invalid provision with a valid provision that most closely reflects the original commercial intent.
- d. These Terms and the applicable Order are the entire agreement between the parties for the Services and supersede all prior discussions, proposals, terms and representations relating to the Services. No purchase order or other customer terms apply unless expressly agreed in writing by us.
- e. Sections that by their nature should survive will survive termination or expiry, including fees, confidentiality, intellectual property, software restrictions, warranties and disclaimers, liability, compliance, termination consequences, publicity, notices, dispute resolution and governing law.
- f. We may update these Terms from time to time. The version in effect when we accept an Order applies to that Order, unless otherwise agreed or required by law.
- g. Quotes, proposals, sample numbers, materials, capacity, prices and timelines are subject to availability until we accept the Order. Any customer terms, including purchase order or portal terms, are rejected and do not apply unless we expressly agree to them in writing.

- h. Urgent change requests are not guaranteed and, if accepted, may result in additional fees and expenses.
- i. Information on our website, in catalogs, publications, proposals or other materials is general information only and may contain errors or omissions. Unless expressly included as a specification in an accepted Order, it does not form part of the Services, Deliverables or Provider Materials.

20. Governing Law and Jurisdiction

These Terms, each Order, and any non-contractual disputes or claims arising out of or in connection with them are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

SCHEDULE 1

SOFTWARE LICENSE TERMS

REVVITY and Customer agree that the terms and conditions set forth in this Schedule shall apply to the license of any software, components, and documents related to the software set out in a Schedule 1.

1. **LICENSE:** REVVITY hereby grants to Customer and its Affiliates, and their employees, independent contractors, consultants and agents, a limited, non-exclusive, royalty free, non-sub licensable, non-assignable license (the "License") to install, access and use the Software in accordance with the relevant documentation provided or made available to the Customer by Revvity (**Documentation**) solely to allow Customer to view experimental data provided to Customer (the "Purpose") in accordance with the Agreement.

2. **Chalice Restricted-use Viewer**

The Restricted-use version of the Chalice Viewer is limited only in that it is provided and intended to be used solely for the review and analysis of data generated by REVVITY for Customer. REVVITY will provide installation runtime images for each client software component, Modifications to the Chalice Viewer by Customer are not permitted.

3. **LICENSE RESTRICTIONS:** The License is to the object code of the Software only, and excludes any rights to source code in the Software and excludes any ownership rights in or rights to transfer, market, resell or reproduce the Software. Customer shall not directly or indirectly, whether through any parent, subsidiary, affiliate, joint venture, agent, contractor, customer, other third party or otherwise: (a) sell, lease, market, resell, rent, display, license, sublicense, operate as a service bureau for, or offer a timeshare in, the Software to any third party; (b) decompile, disassemble, reverse engineer or circumvent any technological measure controlling access to the Software, in whole or in part; (c) modify the Software or write or develop any derivative software or any other software program based upon the Software or any Confidential Information of REVVITY; or (d) provide, disclose, distribute, divulge or make available to, or permit use of or access to the Software to a third party.
4. **DELIVERY OF SOFTWARE AND DOCUMENTATION:** REVVITY shall make the Software available via download to Customer as required by the Agreement, provided that the installation of the Software shall be governed by Section 5 below.
5. **INSTALLATION, TECHNICAL SUPPORT AND MAINTENANCE:** Subject to the terms and conditions set forth in this Exhibit, REVVITY shall use commercially reasonable efforts to provide support reasonably required by Customer to facilitate the initial installation of the Software, which shall in no event exceed two (2) hours of work for REVVITY. Following installation, REVVITY shall not be obligated to provide any support, maintenance or upgrades to the Software during the Term.
6. **NO IMPLIED WARRANTIES, DISCLAIMER, LIMITATION OF LIABILITY: EXCEPT AS OTHERWISE REQUIRED BY LAW,** REVVITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH

RESPECT TO THE SOFTWARE OR THE ASSOCIATED SERVICES AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BUT SPECIFICALLY EXCLUDING NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, REVVITY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED. NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE, THE PERFORMANCE OF THE SOFTWARE OR ITS USE. IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS CONCERNING THE SOFTWARE EXCLUDING INFRINGEMENT EXCEED £5,000. Revvity represents and warrants during the term that the Software does not and will not contain any viruses, Trojan horses, worms, time bombs or other computer programming devices which are intended to damage Customer's system or data or prevent Customer from using THE SOFTWARE.

7. TERMINATION: Upon expiration or termination of the License, Customer will promptly uninstall and return to REVVITY all copies of the Software and Documentation in their possession.