

BROAD CLINICAL LABORATORIES, LLC'S TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (“**Terms**”) apply to all molecular testing, genome or exome sequencing, and other similar or related services (“**Services**”) provided by Broad Clinical Laboratories, LLC (“**BCL**”), a nonprofit Massachusetts limited liability company.

IT IS IMPORTANT THAT YOU, THE AUTHORIZED INDIVIDUAL REPRESENTING THE ORGANIZATION ORDERING THE SERVICES, CAREFULLY READ AND UNDERSTAND THESE TERMS. BY CLICKING THE ACCEPT BUTTON OR ORDERING ANY SERVICES, YOU AGREE TO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR SUCH OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACTING (“**CUSTOMER**”) AND WARRANT THAT YOU ARE AUTHORIZED TO ORDER SERVICES ON BEHALF OF CUSTOMER AND TO BIND CUSTOMER TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR ARE NOT SO AUTHORIZED, YOU MAY NOT USE OR ACCESS THE PORTAL OR PLACE ANY ORDERS FOR SERVICES.

These Terms apply to all orders placed through BCL’s online web portal for laboratory services (“**Portal**”), or other methods BCL makes available (each, an “**Order Form**”). Each of BCL and Customer is referred to as a “**Party**” and collectively as the “**Parties.**” **BCL’s performance of any Services for Customer is expressly made on condition of, and Customer’s order for the Services shall be deemed, agreement by Customer to these Terms. Supplementary product specific terms listed on a product page may also apply.**

1. **Services.**

Customer may order: (a) clinical genomic testing in BCL’s laboratory certified under the Clinical Laboratory Improvement Amendments of 1988 (“**CLIA**”) (“**CLIA Services**”); or (b) non-clinical, research-only services (“**Non-CLIA Services**”) (see Sections 18–19). BCL will use reasonable efforts to perform Services but has no obligation to perform any Service that would violate applicable federal, state, and local laws and regulations (“**Applicable Law**”). Customer acknowledges and agrees that the Services are for use in the United States only and Customer will not use or access the Portal or Services from outside of the United States.

2. **Test Reports.**

BCL will make results available through the Portal or another delivery mechanism agreed to in writing (“**Test Reports**”). Customer understands that the science and technology related to genomic testing are constantly evolving, that Test Reports reflect BCL’s interpretation as of the date performed, that BCL has no ongoing obligation to update or revisit its Test Reports, and that Test Reports are not guaranteed to be error-free.

3. **Deliverables.**

All documents, reports, and other deliverables identified in the applicable Order Form generated in the course of performing the Services (“**Deliverables**”), including all results and intellectual property rights therein, are the sole property of Customer. Services do not include analysis of Deliverables unless explicitly stated otherwise; Customer is solely responsible for interpreting and analyzing Deliverables. Customer further understands that, unless otherwise stated in product specific terms, no use of or access to BCL Technology (as hereinafter defined) is required in order for Customer to interpret and analyze the Deliverables. The Parties agree that BCL may use and retain de-identified data and Materials for quality

improvement and assurance and for internal business purposes permitted by Applicable Law. BCL may share de-identified and aggregate data that have undergone BCL interpretation services regarding variants of interest with (a) other laboratories; (b) Matchmaker Exchange to match with individuals with genetic disease; and (c) public databases (i.e. ClinVar) to help understand patient variant(s) and support scientific understanding of genetics.

4. Fees and Payment.

Customer authorizes BCL to charge Customer for fees (“**Fees**”) in accordance with Customer’s selected payment method. BCL has no obligation to commence Services until Fees are received. Fees exclude taxes (other than each Party’s income taxes). BCL bills only Customer; for CLIA Services, Customer is solely responsible for third-party payor billing. The Parties have determined the Fees to be fair market value compensation.

Credit card payment: Customer will pay the Fees at the point of purchase. In the event that Customer elects a subscription model for Services incurring ongoing Fees, Customer authorizes BCL to charge its credit card for Fees incurred at the specified intervals.

Invoicing: Customer will pay within thirty (30) days of receipt of invoice (the “**Payment Period**”). Late payments accrue interest at 1.5% per month (or the legal maximum, if lower). Disputed invoices must be raised in good faith and in writing within ten (10) days; undisputed amounts remain due. Unresolved disputes will be escalated to senior management of both Parties; if not resolved within thirty (30) days, either Party may pursue all available remedies. Failure to pay undisputed amounts entitles BCL to suspend Services until paid in full.

5. Mutual Representations and Warranties.

Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing under Applicable Law; (b) it has the organizational power and authority to agree to these Terms; (c) the acceptance of these Terms has been duly authorized; and (d) these Terms constitute a valid and binding agreement, enforceable in accordance with their terms.

6. BCL Representations, Warranties, and Covenants.

BCL represents, warrants, and covenants that it will provide all Services (a) in material compliance with all Applicable Laws related to the provision of the Services and (b) in accordance with generally recognized industry standards and practices for the performance of similar services.

7. Customer Representations, Warranties, and Covenants.

Customer represents, warrants, and covenants that: (a) all specimens or other materials provided by or on behalf of Customer pursuant to these Terms (“**Materials**”) will be collected in the United States and will be properly collected, labeled, handled, stored, packaged, and shipped in accordance with Applicable Law and Customer’s policies; (b) Customer has all appropriate rights and licenses to provide the Materials to BCL for the purpose of performing the Services, and that use of the Materials by BCL will not infringe, misappropriate, or otherwise violate the intellectual property rights of any third party; (c) Customer will not violate any Applicable Law or Customer’s policies by providing Materials to BCL in connection with the Services, or through use of the Test Reports; (d) Customer will obtain from all individuals whose Materials

are to be tested all necessary and legally required informed consents, authorizations, approvals, and permissions required by Applicable Law or Customer's policies or that are reasonably requested by BCL in connection with the Services, including as required by the privacy laws applicable to Customer (including but not limited to HIPAA) and the individuals whose Materials are being transferred to BCL for performance of the Services; (e) Customer will otherwise comply with all Applicable Laws in its request and receipt of the Services and use of the Test Reports; and (f) in the case of Non-CLIA Services, any patient-level information provided to BCL along with such Materials is de-identified according to the standards set forth at 45 C.F.R. § 164.514 and any successor law or regulation. Customer is responsible for notifying BCL as soon as practicable after Customer becomes aware of any actual or potential breach of any provision of this Section 7.

8. HIPAA; CCPA; Privacy Laws.

The Parties acknowledge that BCL is not a "business associate," as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"), of Customer when performing the Services. Any disclosures of "protected health information" (as defined in HIPAA) from Customer to BCL in connection with CLIA Services shall be considered disclosures to BCL in its capacity as a health care provider furnishing treatment services. For CLIA Services, clinical records of individuals related to Test Reports (the "Data") will be regarded as Customer's confidential information, and both Parties will comply with all Applicable Laws regarding the use, disposition, and processing of such Data. BCL may retain Data, Materials, and Test Reports as required by Applicable Law and may disclose them to regulatory authorities and accreditation bodies as required. Customer will not use Test Reports for any purpose prohibited by the Genetic Information Nondiscrimination Act of 2008 or other Applicable Law. Customer will use the Deliverables in compliance with Applicable Law, including 28 CFR part 202 NOT-OD-25-160. Customer represents that it is not a Covered Person under 28 CFR part 202. If Customer knows or suspects that a Country of Concern of Covered Person has accessed Deliverables, Customer will immediately inform Service Provider. If either Party is subject to the California Consumer Privacy Act, as amended (the "CCPA"), or other privacy laws that could impose additional obligations, the Parties will enter into a separate data processing agreement.

9. BCL Technology.

BCL retains sole and exclusive ownership of, and Customer does not acquire any ownership or other rights in or to, any and all systems, inventions, know-how, data, designs, methods, technologies, processes, documentation, specifications, and information, including any intellectual property rights therein, that (a) BCL or its affiliates own, control, or possess prior to the commencement of the Services, (b) BCL or its affiliates develop or acquire as a result of activities conducted independently of the performance of the Services that BCL may use to provide the Services or the Portal, or (c) constitute all improvements, modifications, or enhancements to any of the foregoing (collectively, "BCL Technology"). Customer acquires no ownership or other rights in BCL Technology.

10. Use of Portal.

Customer may be granted access to the Portal or other third party data delivery platforms to place orders or receive Test Reports. Use of the Portal or other platforms may be subject to supplemental online terms of use, and Customer agrees to comply with those terms. Customer is responsible for its account credentials and all actions taken under its account, and must notify BCL immediately of any credential compromise. Customer will not (and will not authorize any party to): interfere with or disrupt the Portal;

access BCL-only areas or data; copy, modify, or make derivative works of the Portal; rent, sublicense, or transfer Portal access; reverse engineer or decompile the Portal; remove proprietary notices; introduce malware; or conduct unauthorized security testing.

11. Confidential Information.

“**Confidential Information**” means confidential and proprietary information disclosed by one Party (the “**Disclosing Party**”) to the other (the “**Receiving Party**”) that is marked as confidential or identified as such at the time of disclosure. BCL Technology is BCL’s Confidential Information; Test Reports and Deliverables are Customer’s Confidential Information. Confidential Information does not include information that: (a) is already known to the Receiving Party without a duty of confidentiality; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained from a third party not subject to a confidentiality obligation; or (d) is independently developed without reference to the Disclosing Party’s Confidential Information. The Receiving Party will take reasonable precautions to protect Confidential Information and will not disclose or use it except as necessary to perform under these Terms. Legally compelled disclosures are permitted, provided the Receiving Party gives the Disclosing Party reasonable advance notice (where possible) and reasonably cooperates to limit the scope of disclosure.

12. Indemnification by BCL.

BCL agrees to indemnify, defend, and hold harmless Customer, its affiliates, and its and their respective directors, officers, employees, and agents from and against any third-party claim, suit, investigation, action, demand, judgment, liability, cost, expense, damage, deficiency, loss, or obligation of any kind or nature (including reasonable attorneys’ fees and other costs and expenses of litigation or defense) to the extent arising from the grossly negligent or willfully intentional wrongful acts or omissions of BCL, its affiliates, or its or their respective directors, officers, employees, or agents in performance of the Services; except to the extent caused by the grossly negligent or willfully intentional wrongful acts or omissions of Customer, its affiliates, or its or their respective directors, officers, employees, or agents.

13. Indemnification by Customer.

Customer agrees to indemnify, defend, and hold harmless BCL, its affiliates (including the Broad Institute, Inc.), and its and their respective directors, officers, employees, and agents from and against any third-party claim, suit, investigation, action, demand, judgment, liability, cost, expense, damage, deficiency, loss, or obligation of any kind or nature (including reasonable attorneys’ fees and other costs and expenses of litigation or defense) to the extent arising from: (a) the grossly negligent or willfully intentional wrongful acts or omissions of Customer, its affiliates, or its or their respective directors, officers, employees, or agents in connection with these Terms; (b) provision of the Materials or Data to BCL or BCL’s use thereof to provide the Services; or (c) Customer’s use of the Test Reports and Deliverables; in each case, except to the extent caused by the grossly negligent or willfully intentional wrongful acts or omissions of BCL, its affiliates, or its or their respective directors, officers, employees, or agents.

14. BCL Not Liable for Use of Test Reports or Deliverables.

CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF OR RELIANCE ON THE TEST REPORTS OR DELIVERABLES, AND BCL WILL NOT HAVE ANY LIABILITY WITH RESPECT TO THE FOREGOING EXCEPT

TO THE EXTENT CAUSED BY BCL'S GROSSLY NEGLIGENT OR WILLFULLY INTENTIONAL WRONGFUL ACTS OR OMISSIONS.

15. Disclaimer of Non-Direct Damages.

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR ITS GROSSLY NEGLIGENT OR WILLFULLY INTENTIONAL WRONGFUL ACTS OR OMISSIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS, LOST REVENUE, OR LOSS OF BUSINESS), REGARDLESS OF FORESEEABILITY OR LEGAL THEORY.

16. Liability Cap.

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR ITS GROSSLY NEGLIGENT OR WILLFULLY INTENTIONAL WRONGFUL ACTS OR OMISSIONS, BCL'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED THE FEES PAID TO BCL BY CUSTOMER DURING THE ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

17. Disclaimer of Warranties; Limitation of Liability.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, BCL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PARTIES ACKNOWLEDGE THAT THE FEES ARE BASED IN PART ON THE LIMITATIONS AND DISCLAIMERS IN SECTIONS 14-17, WHICH APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

18. Terms for CLIA Services.

BCL will deliver CLIA Services in material compliance with CLIA regulations. As between the Parties, Customer is solely responsible for any clinical diagnoses or treatment decisions related to the data contained in Test Reports and Deliverables.

State Authorizations. Customer will notify BCL in writing via the Portal or Order Form of each state where Materials are collected at least thirty (30) days prior to providing such Materials for CLIA Services. If BCL is not authorized to accept Materials from such state, it will promptly notify Customer, and BCL will have no obligation to perform CLIA Services on Materials from such state until it receives all necessary authorizations. Customer will only collect Materials from states that Customer has notified BCL of and BCL has confirmed authorization for.

Ordering. All CLIA Services must be requested by an ordering physician or appropriate non-physician practitioner ("**NPP**") operating within the scope of practice under applicable state law, who holds all licenses required under Applicable Law. Such ordering physician or NPP will complete a requisition form in the Portal for each test ordered and maintain all documentation required by Applicable Law or reasonably requested by BCL.

Billing. Customer is solely responsible for billing third-party payors, patients, or clients for CLIA Services in compliance with Medicare, Medicaid, and all other Applicable Law.

Discount Safe Harbor. To the extent pricing constitutes a discount off BCL's standard pricing: (a) the Parties will comply with the Discount Safe Harbor at 42 U.S.C. § 1320a-7b(b)(3)(A) and 42 C.F.R. § 1001.952(h); (b) Customer will fully and accurately report the net purchase price in the manner required by Applicable Law and provide documentation of the discount to the Secretary of Health and Human Services upon request; and (c) BCL will report discounted pricing on invoices or, if not yet calculable, report the existence of a discount program and provide calculations when available, identifying the specific CLIA Services.

19. Terms for Non-CLIA Services.

Customer acknowledges that Non-CLIA Services are for research purposes only, may not be used for diagnosis, prevention, or treatment of any disease or assessment of an individual's health, are not to be relied on for medical device or used as a clinical tool, and results may not be returned to the individual whose specimens were tested and must be used in compliance with Applicable Law. Non-CLIA Services may not have been performed in a CLIA-certified facility. Customer will not permit Non-CLIA Services to be billed to Medicare or Medicaid or marketed, promoted, or held out as appropriate for clinical use.

20. Healthcare Compliance.

No payment under these Terms is intended to be a kickback, inducement, or referral payment. Neither Party will take any action in violation of the Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the Stark Law (42 U.S.C. § 1395nn), the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), the civil monetary penalties law beneficiary inducement provisions (42 U.S.C. § 1320a-7a(a)(5)), or the regulations promulgated under the foregoing.

21. Term and Survival.

These Terms take effect as of the date Customer submits an Order Form and remain in effect until the later of payment for the Services, completion of the Services, or delivery of the applicable Test Reports. Sections 2, 3, 8–9, 11–17, and any provisions that by their nature contemplate performance following expiration, will survive.

22. General Provisions.

Independent Contractor. BCL is an independent contractor. These Terms do not create a partnership, joint venture, agency, or employment relationship, and neither Party may act for or bind the other.

Force Majeure. Except for payment obligations, neither Party is liable for delays or failures resulting from events beyond its reasonable control (each, a "**Force Majeure Event**"). Either Party may terminate upon written notice if a Force Majeure Event prevents the other Party from performing for sixty (60) or more consecutive days.

Publicity. Customer will not use the name, trademarks, logos, or marks of BCL or its affiliates (including the Broad Institute, Inc.), or the name, image, or likeness of any of their personnel, in promotional materials or public announcements without BCL's prior written consent.

Notices. Notices to BCL: Broad Clinical Laboratories, LLC, 27 Blue Sky Drive, Burlington, MA 01802, Attn: Manager. Notices to Customer: address provided via the Portal or Order Form.

Subcontracting. BCL may subcontract to third parties or affiliates, provided subcontractors perform in a manner consistent with these Terms and BCL remains liable for their performance.

Assignment. Customer may not assign these Terms without BCL's prior written consent, except to an affiliate in an internal reorganization or in connection with a sale of all or substantially all of its assets. BCL may freely assign. Unauthorized assignments are void. These Terms bind and inure to the benefit of the Parties' successors and permitted assigns.

Entire Agreement; Precedence; Amendments. These Terms and the applicable Order Form constitute the entire agreement between the Parties with respect to the subject matter hereof. No terms or conditions stated by Customer, whether verbally, in an order form or invoice, or via any document acknowledging or accepting these Terms or transmitting any notice, information, or payment hereunder, shall be binding upon BCL unless specifically agreed to by BCL in writing. The Parties expressly reject any additional or contrary terms which may be discussed or exchanged among them, or referenced in future communications between them, unless in a written agreement signed by both Parties (including a signed Order Form). If Customer and BCL have executed a services agreement, the terms of that agreement control. Acceptance of these Terms and any offer to perform the Services is expressly limited to the terms set forth herein.

Severability; Reformation. Each provision is independent and severable. If any provision is invalid or unenforceable, it will be reformed to the minimum extent necessary.

Governing Law. These Terms will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict-of-laws principles. Any suit will be brought in state or federal courts in Massachusetts, and each Party consents to the exclusive jurisdiction thereof.

Public Entities. If Customer is a public entity subject to Applicable Law or policies that prohibit it from agreeing to the governing law or jurisdiction above, Customer shall notify BCL and such provision will not apply.

Waiver. No waiver of any provision constitutes a continuing waiver.

Construction. These Terms are deemed jointly drafted. "Including" means "including without limitation."