PUBLIC

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of Illumina, Inc., a corporation, and and GRAIL, Inc., a corporation, Respondents.	Docket No. 9401

MOTION FOR CONFERENCE TO FACILITATE SETTLEMENT

Pursuant to Rules 3.22 and 3.25 of the Commission Rules of Practice, Respondents Illumina, Inc. ("Illumina") and GRAIL, Inc. ("GRAIL") (collectively, "Respondents"), through undersigned counsel, respectfully request the Court hold a settlement conference in order to facilitate settlement discussions.

As set forth herein, Illumina and GRAIL have engaged in repeated efforts to resolve this case, including by providing multiple settlement proposals to the Federal Trade Commission ("FTC"). Respondents have also invited the FTC to propose any remedies it believes would resolve the alleged concerns. The FTC has refused to engage in any settlement discussions or even to propose any terms of a potential settlement. With fact discovery now closed, the FTC has already had the opportunity to identify any and all of its alleged concerns. Through extensive discovery, Respondents have demonstrated the weaknesses in the FTC's case. With the administrative hearing set to begin on August 24, both sides have an incentive to settle this case before incurring significant expenses on expert reports, depositions and trial.

Respondents are willing to negotiate in good faith to resolve the dispute and welcome this Court's help in facilitating a prompt resolution.

I. Background

Respondent Illumina is a leading provider of sequencing products for genetic and genomic analyses. (*See* Respondents' Answer to Administrative Complaint dated April 13, 2021 (Answer) at 2.) Illumina was founded in 1998 in San Diego. (*Id.* at 20.) Its mission is to improve human health by unlocking the power of the genome. (*Id.* at 2.) Illumina originally founded Respondent GRAIL in 2016 with the goal of developing a screening test for multiple cancers to detect cancer at an early stage, when it can most easily be cured. (*Id.*) GRAIL was spun out as a standalone company in 2017 to invest in the extensive, population-scale clinical trials needed to develop its multi-cancer screening test, Galleri. *Id.* Illumina retained a 14.5% equity interest in GRAIL and the right to receive a percentage royalty on GRAIL's future revenues. *Id.*

On September 20, 2020, Illumina and GRAIL announced that they had reached an agreement to fully reunify the two companies. (*Id.* at 2-3.) The reunification of Illumina and GRAIL will produce numerous pro-competitive efficiencies that will help GRAIL bring its cancer screening test to more patients, sooner, including: (1) accelerating the commercialization of GRAIL's test at scale; (2) elimination of double marginalization; (3) accelerating private and Medicare reimbursement, and accelerating regulatory approval; (4) accelerating international expansion of GRAIL's test; and (5) efficiencies for research and development. (*Id.* at 12-13.) Respondents believe that the merger will revolutionize cancer care, potentially saving tens of thousands of lives. Illumina is uniquely situated to use its experience and substantial resources to accelerate the widespread adoption of Galleri and reach more patients faster. (*Id.* at 3.)

GRAIL projects that, if it can get the help this transaction will provide, the test could save many thousands of lives annually. Acceleration by one year could save between 18,037 and 25,349 lives over a 10-year period.

Despite these benefits, the FTC has sought to block the proposed transaction, alleging that it could have anticompetitive effects in what the FTC calls the "multi cancer early detection" or "MCED" market. (Administrative Complaint dated March 30, 2021 (Compl.) ¶ 1.) Although there is no existing market for MCED testing, the FTC argues that a reunited Illumina and GRAIL would have an incentive to raise prices on sequencing instruments and reagents and otherwise disadvantage GRAIL's potential rivals in the future. Respondents dispute the FTC's allegations that the transaction will have anticompetitive effects in a future MCED market. Nonetheless, Respondents believe that this case can be resolved by means of a settlement potentially including a Consent Decree.

II. Respondents' Attempts to Resolve the Dispute

Respondents have made numerous attempts to resolve this case but, to date, the FTC has refused to engage in settlement discussions or to provide any counterproposal to Respondents. Soon after the announcement of the transaction, Respondents showed a willingness to make any and all commitments necessary to resolve any concerns with the transaction. Specifically:

- In October 2020, during initial discussions with the FTC, Respondents explained that they would be open to discussing a consent proposal.[1]

- In January 2021, Illumina sent letters to its customers containing commitments in the form of an irrevocable offer which, if accepted by the customer, would be binding on Illumina (the "January 2021 Offer"). On February 12, 2021, Respondents provided the FTC with a copy of the January 2021 Offer for review.

[1] Respondents have omitted the supporting documentation in this section in order to limit the volume of exhibits attached to this Motion, but will provide the documentation if the Court requests it.

- In February and March 2021, Respondents also provided the FTC with proposed consent principles (the "Consent Principles").[2] The Consent Principles tracked the commitments in the January 2021 Offer, including an offer to submit to independent auditing of Illumina's compliance with its commitments as well as binding baseball-style arbitration and the oversight of an FTC-appointed monitor trustee and to prepare an annual written report for the FTC setting forth in detail the manner and form in which it has complied and continues to comply with its commitments. Respondents invited further discussion with the FTC to codify these principles in a consent agreement.

- On March 17, 2021, Respondents submitted an updated version of the January Offer to the FTC Commissioners. Respondents met with each of the FTC Commissioners in March 2021 to discuss the proposed Illumina/GRAIL transaction and the terms of the offer. FTC provided no feedback about what sort of proposal it would consider and did not suggest any counteroffer. Respondents sent a further refined version of the updated Open Offer Letter to the FTC Commissioners on March 26, 2021, but again received no feedback.

On March 30, 2021, prior to the filing of the FTC's complaint, Illumina offered current and prospective oncology customers contract terms (an "Open Offer", attached as Exhibit A) to resolve any concern the FTC might have.[3] Specifically, Illumina made a binding 12-year commitment to enter into a supply agreement that guarantees all of its oncology customers the same access to Illumina's sequencing products that they enjoy today, at the same prices. Under that commitment, Illumina has committed not only not to raise prices for the entire term of the agreement, but also to lower them by at least 43% by 2025, to provide uninterrupted supply and

[2] On February 26, 2021, Respondents provided the Consent Principles to Maribeth Petrizzi, Acting Director, Bureau of Competition, and other FTC staff. On March 3, 2021, Respondents provided a copy of the Consent Principles to the FTC Commissioners. Each of these submissions included an invitation for further discussion with the FTC to codify these principles in a consent agreement. A copy of the proposed Consent Principles is attached hereto as Exhibit F to the Declaration of Sharonmoyee Goswami ("Goswami Declaration").

[3] These terms are available on Illumina's website: *Oncology Contract Terms*, Illumina, https://www.illumina.com/areas-of-interest/cancer/test-terms.html?SCID=2021-270ECL5522 (last visited June 29, 2021). The *Oncology Contract Terms* webpage, attached hereto as Exhibit A to the Goswami Declaration, provides a high-level summary of the Open Offer and links to Illumina's proposed standard supply contract and proposed IVD agreements for oncology customers. Each of these proposals is attached as an exhibit to this motion. *See* Goswami Decl. Ex. B (Standard Supply Agreement for Oncology Customers and IVD Test Kit Agreement Term Sheet); Ex. C (IVD Test Kit Agreement – All Platforms); Ex. D (IVD Test Kit Agreement – NextSeq 550Dx); Ex. E (IVD Test Kit Agreement – potential NovaSeqDx instrument).

services to all oncology test developers, and not to withhold any technical or regulatory assistance that may be needed by GRAIL's potential rivals. The Open Offer also provides for a "firewall" between Illumina and GRAIL to limit information sharing and ensure the protection of confidential customer information. Illumina's compliance with the Open Offer will be subject to regular audits by an independent, third-party auditor and a binding arbitration provision. Illumina customers can accept the terms of the Open Offer at any point over the next six years.

Respondents have offered to discuss the Open Offer with the FTC and to make any additional commitments that the FTC would require. To date, the FTC has not engaged with Respondents offers or provided any counterproposal for the settlement of this case.

III. The Time is Ripe for Settlement Discussions.

With fact discovery completed, the time is ripe for settlement discussions. *First*, the extensive fact discovery taken in this accelerated litigation has revealed the weaknesses in the FTC's case. For example, discovery has confirmed that the multi-cancer screening market does not exist, with only the Galleri test from GRAIL currently available in any form. Further, it is impossible to know how that market will develop in the future, which companies, if any, will become competitors of GRAIL and when, and what competition in upstream sequencing inputs will look like. Discovery has confirmed that, in addition to the many firms already on the market supplying sequencers today, there are a number of other firms with NGS sequencers poised to enter the United States market and expand in the upstream supply of sequencing inputs in the very near term. These facts undermine the FTC's claims regarding Illumina's ability to foreclose, at some point years from now, *potential* rivals in multi-cancer screening (aside from Galleri, there are no other multi-cancer screening tests on the market today). The FTC's entire case is thus mere speculation. Discovery has also revealed that purported third party complaints

about the transaction are without merit and the result of opportunistic motives unrelated to the proposed transaction. And discovery has shown that Illumina has neither the incentive nor the ability to foreclose competition, and that its acquisition of GRAIL will pave the way for bringing Galleri to market in the future, as well as potentially other multi-cancer screening tests.

Second, now that discovery is complete, the parties have all the information necessary to evaluate the efficacy of a proposed settlement. The FTC is in a position to evaluate and respond to Respondents' Open Offer and Consent Principles, and Respondents are in a position to respond to the FTC's concerns. *Third*, a settlement now would save the parties and this Court from having to proceed with costly, time consuming and unnecessary expert discovery and a hearing.

IV. A Settlement Conference Will Facilitate Settlement.

This Court's intervention is necessary to facilitate a settlement in this matter. Respondents are open to discussing any proposal that would allow this life-saving transaction to proceed and also alleviate the FTC's concerns. Despite Respondents' consistent openness to settling this case, the FTC has refused to seriously engage with Respondents regarding the Open Offer and proposed Consent Principles. Indeed, the FTC has rejected every attempt by Respondents to resolve this matter and has refused to make a counterproposal. Respondents respectfully request that this Court convene a settlement conference ensuring that the FTC engages with Respondents to resolve this dispute, rather than continuing to expend taxpayer dollars on this case even though the parties are prepared to address any and all concerns that the FTC may have.

Time is of the essence. Further delay to this transaction will postpone the acceleration of widespread access to GRAIL's Galleri test. On the other hand, a consent

agreement with protections in place to address the FTC's purported concerns would allow GRAIL to leverage Illumina's resources and accelerate access to a multi-cancer screening test that has the potential to save tens of thousands of lives. (*See* Answer at 1.) Respondents submit that a settlement conference facilitated by this Court is the only way for the parties to engage in a productive settlement discussion that could materially advance the resolution of this case.

Accordingly, Respondents respectfully request that this Court exercise its discretion under Rule 3.25(a) to convene a supervised settlement conference at this Court's earliest convenience in order to facilitate off-the-record settlement discussions. Respondents further request an order directing each party to submit to the Court a confidential statement of its settlement position, not to exceed 10 single spaced pages, in advance of any settlement conference before this Court.[4] Respondents respectfully propose the following schedule:

- Each side to submit a confidential statement of its settlement position by Wednesday, July 7, including, in Complaint Counsel's statement, its response to the Open Offer and Consent Principles (Exhibits A–F).
- A settlement conference to be held before this Court on Thursday, July 8.

[4] Respondents styled their proposal, including this request for written settlement positions, in light of the similar request the ALJ granted in *In the Matter of Louisiana Real Estate Appraisers Board*, Docket No. 9372 (2017).

Dated: July 2, 2021

Respectfully submitted,

/s/ Sharonmoyee Goswami

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Attorneys for Respondent GRAIL, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2021, I filed the foregoing document electronically using the FTC's E-Filing System, which will send notification of such filing to:

April Tabor
Acting Secretary Federal Trade Commission 600
Pennsylvania Ave., NW, Rm. H-113 Washington,
DC 20580
ElectronicFilings@ftc.gov

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Ave., NW, Rm. H-110
Washington, DC 20580

I also certify that I caused the foregoing document to be served via email to:

Complaint Counsel
U.S. Federal Trade Commission
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Dylan P. Naegele
David Gonen
Jonathan Ripa
Matthew E. Joseph
Jordan S. Andrew
Betty Jean McNeil
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July 2, 2021

/s/ Sharonmoyee Goswami
Sharonmoyee Goswami

CERTIFICATE FOR ELECTRONIC FILING

I certify that the electronic copy sent to the Secretary of the Commission is a true and correct copy of the paper original and that I possess a paper original of the signed document that is available for review by the parties and the adjudicator.

July 2, 2021

By: */s/ Sharonmoyee Goswami*
Sharonmoyee Goswami

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of Illumina, Inc., a corporation, and and GRAIL, Inc., a corporation, Respondents.	Docket No. 9401

DECLARATION OF SHARONMOYEE GOSWAMI

I, Sharonmoyee Goswami, declare and state:

1. I am a partner at Cravath, Swaine & Moore LLP and counsel for Respondent Illumina, Inc ("Illumina") in this matter.

2. I make this declaration pursuant to 28 U.S.C. § 1746 in support of Respondents' Motion for Conference to Facilitate Settlement.

3. Attached hereto as Exhibit A is a true and correct copy of the *Oncology Contract Terms* webpage obtained from the following link on Illumina's public website on June 29, 2021: https://www.illumina.com/areas-of-interest/cancer/test-terms.html?SCID=2021-270ECL5522.

4. Attached hereto as Exhibit B is a true and correct copy of Illumina's standard 12-year supply contract for U.S. oncology customers and standard agreement terms for development of an *in vitro* diagnostic ("IVD") test kit, referred to as the Standard Supply Contract for Oncology Customers and IVD Term Sheet, obtained from the following link on Illumina's public website on June 29, 2021: https://www.illumina.com/content/dam/illumina-marketing/documents/applications/cancer/illumina-open-offer.pdf.

5. Attached hereto as Exhibit C is a true and correct copy of Illumina's standard 15-year agreement with U.S. oncology test developers to develop and commercialize an unlimited number of IVD test kits for use on Illumina's NextSeq 550Dx platform and future Illumina regulatory-approved Dx sequencing platforms, referred to as the IVD Agreement – All Platforms, obtained from the following link on Illumina's public website on June 29, 2021: https://www.illumina.com/content/dam/illumina-marketing/documents/applications/cancer/IVD_Test_Kit_Dev_Agr-All_Platforms_0524.pdf.

6. Attached hereto as Exhibit D is a true and correct copy of Illumina's standard 10-year agreement with U.S. oncology test developers to develop and commercialize up to three IVD test kits for use on Illumina's NextSeq 550Dx platform, referred to as the IVD Agreement – NextSeq 550Dx, obtained from the following link on Illumina's public website on June 29, 2021: https://www.illumina.com/content/dam/illumina-marketing/documents/applications/cancer/IVD_Test_Kit_Dev_Agr-NextSeq_0524.pdf.

7. Attached hereto as Exhibit E is a true and correct copy of Illumina's standard 10-year agreement with U.S. oncology test developers to develop and commercialize up to three IVD test kits for use on a potential regulatory-approved Dx sequencing platform based on Illumina's NovaSeqDx system, referred to as the IVD Agreement – Potential NovaSeqDx, obtained from the following link on Illumina's public website on June 29, 2021: https://www.illumina.com/content/dam/illumina-marketing/documents/applications/cancer/IVD_Test_Kit_Dev_Agr-NovaSeq_0524.pdf.

8. Attached hereto as Exhibit F is a true and correct copy of Respondents' proposed Consent Principles, a copy of which was sent to the FTC by email on February 26, 2021.

9. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct and that I executed this declaration on July 2, 2021, in New York, New York.

Dated: July 2, 2021

Respectfully submitted,

/s/ Sharonmoyee Goswami
Sharonmoyee Goswami

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In the Matter of Illumina, Inc., a corporation, and and GRAIL, Inc., a corporation, Respondents.	Docket No. 9401

STATEMENT IN SUPPORT OF RESPONDENTS' MOTION FOR CONFERENCE TO FACILITATE SETTLEMENT

Pursuant to Paragraph 4 of the Scheduling Order entered on April 26, 2021, Respondents hereby represent that counsel for the moving parties has conferred with Complaint Counsel by email in an effort in good faith to resolve by agreement issues raised by the motion and has been unable to reach such an agreement. Respondents contacted Complaint Counsel on June 30, 2021 to inform them of the anticipated Motion for Conference to Facilitate Settlement and invited Complaint Counsel to join the motion. The parties conferred by email on July 2, 2021 and were unable to reach an agreement with respect to the issues that Respondents raised.

Dated: July 2, 2021

Respectfully submitted,

/s/ Sharonmoyee Goswami
Sharonmoyee Goswami

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In the Matter of Illumina, Inc., a corporation, and and GRAIL, Inc., a corporation, Respondents.	Docket No. 9401

[PROPOSED] ORDER ON RESPONDENTS' MOTION FOR CONFERENCE TO FACILITATE SETTLEMENT

On July 2, 2021, Respondents filed a Motion For Conference To Facilitate Settlement. Pursuant to Commission Rule 3.25, the Administrative Law Judge ("ALJ") grants Respondent's motion. By July 7, 2021, each party shall submit to the ALJ a confidential statement of its settlement position, not to exceed 10 pages single spaced, including, in Complaint Counsel's statement, its response to Respondents' Open Offer and proposed Consent Principles. On July 8, 2021, the ALJ will convene a conference to facilitate settlement.

ORDERED:

D. Michael Chappell
Chief Administrative Law Judge

Date:

Exhibit A

Oncology contract terms

On March 30, 2021, Illumina made available a standard contract to any U.S. oncology customer.

At a high level, the terms of the standard contract include the following:

- A 12-year supply contract for Illumina's sequencing products sold in the United States, specifically, Illumina's NextSeq and NovaSeq instruments and sequencing consumables.
- Guaranteed access to the latest sequencing products, and related product and support services.
- No price increases for the sequencing products covered by the agreement.
- Guaranteed lower pricing for the sequencing products by 2025: the cost per gigabase of sequencing on Illumina's highest throughput instrument, using the highest throughput flow cell, will be at least 43% lower than the comparable cost per gigabase today, under Illumina's standard terms.
- Illumina will not discontinue any of the sequencing products supplied under the agreement as long as an oncology customer continues to purchase that product.
- Provision of any documentation or information reasonably required to seek FDA approval or FDA marketing authorization to sell a clinical test using the sequencing products supplied under the agreement.
- Any oncology customer can also enter into a separate agreement to develop a distributable *in vitro* diagnostic kitted test using Illumina's FDA-approved instruments.

Additional terms and conditions apply. The standard supply contract (and standard IVD agreement terms) may be viewed here.

U.S. oncology customers can enter into any of the following contracts to develop distributable *in vitro* diagnostic kitted tests on an Illumina platform, which contracts apply the same terms as in the IVD term sheet:

- An agreement to develop and commercialize an unlimited number of *in vitro* diagnostic test kits for use on Illumina's NextSeq 550Dx and future Illumina regulatory-approved Dx sequencing platforms, for a term of 15 years. View contract here.
- An agreement to develop and commercialize up to three *in vitro* diagnostic test kits for use on Illumina's NextSeq 550Dx, for a term of 10 years. View contract here.
- An agreement to develop and commercialize up to three *in vitro* diagnostic test kits for use on the expected Illumina NovaSeq-based regulatory-approved Dx sequencing platform, for a term of 10 years. Illumina does not guarantee that such a platform will receive regulatory approval in any jurisdiction. View contract here.

illumina

INNOVATIVE TECHNOLOGIES

At Illumina, our goal is to apply innovative technologies to the analysis of genetic variation and function, making studies possible that were not even imaginable just a few years ago. It is mission critical for us to deliver innovative, flexible, and scalable solutions to meet the needs of our customers. As a global company that places high value on collaborative interactions, rapid delivery of solutions, and providing the highest level of quality, we strive to meet this challenge. Illumina innovative sequencing and array

For Research Use Only

Not for use in diagnostic procedures except as specifically noted.

technologies are fueling groundbreaking advancements in life science research, translational and consumer genomics, and molecular diagnostics.

Privacy Policy

Careers
Contact Us

Exhibit B

PUBLIC

Illumina, Inc.
5200 Illumina Way
San Diego, CA 92122
tel 858.202.4500
fax 858.202.4545
www.illumina.com

[NAME]
[TITLE]
[COMPANY]
[STREET ADDRESS]
[Suite XXXX]
[CITY, STATE ZIP]

March 29, 2021

Dear Mr./Ms. [NAME]:

In connection with Illumina Inc.'s proposed acquisition of GRAIL, Inc. (the "Transaction"), Illumina is irrevocably offering to [COMPANY] the terms enclosed in Exhibit A (the "Supply Agreement") and Exhibit B (the "IVD Test Kit Agreement Terms") to allay any concerns relating to the Transaction, including that Illumina would disadvantage GRAIL's potential competitors after the Transaction by increasing their sequencing prices or by withholding access to Illumina's latest innovations in Next-Generation Sequencing ("NGS"). To address these concerns, these terms will be offered to any existing or new customer of Illumina that purchases NGS products for developing and/or commercializing oncology tests and will remain open for six (6) years from the closing of the Transaction (the "Open Term"). You may accept this offer and the attendant terms in this letter and attached hereto any time from today until expiration of the Open Term by signing and returning this letter to the undersigned. The Supply Agreement shall not be effective unless and until the Transaction closes. The Supply Agreement shall be effective for twelve (12) years from the closing of the Transaction, regardless of when this offer is accepted. This irrevocable offer is binding on Illumina. This offer to enter into the Supply Agreement during the Open Term shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.

In addition, [COMPANY] may enter into, at any time from today until expiration of the Open Term, an agreement with Illumina (*i.e.*, an "IVD Test Kit Agreement") under which [COMPANY] may develop and commercialize in-vitro diagnostic ("IVD") distributable test kits that may be used by third-party laboratories for use on Illumina's diagnostic sequencing platforms that have received FDA marketing authorization (*e.g.*, the NextSeq550Dx sequencing platform). Specifically, under the terms specified in Exhibit B, [COMPANY] may enter into an IVD Test Kit Agreement to develop an IVD distributable test kit on the NextSeq550Dx sequencing platform or any future Illumina diagnostic sequencing platform that receives FDA authorization. An agreement under Exhibit B to develop an IVD distributable test kit on any Illumina diagnostic sequencing platform would be effective for fifteen (15) years from the date the Transaction closes. The IVD Test Kit Agreement shall not be effective unless and until the Transaction closes. [COMPANY] may also choose to enter into an IVD Test Kit Agreement for a single Illumina diagnostic sequencing platform, either the NextSeq550Dx platform or any subsequent diagnostic platform, once it receives regulatory approval, under the terms specified in Exhibit B. This irrevocable offer is binding on Illumina. This offer to enter into the IVD Test Kit Agreement during the Open Term shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.

There will be no change or disruption to Illumina's supply of NGS products to you irrespective of your execution of the Supply Agreement or the IVD Test Kit Agreement. Illumina remains fully committed to

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enabling the innovation and exciting work that [COMPANY] is doing on Illumina's next-generation sequencing platforms.

Please contact me if you have any questions.

Sincerely,

Nicole Berry
SVP and General Manager, Americas

Accepted and Agreed:

[COMPANY]

Name: _____
Title: _____
Date: _____

Exhibit A – Supply Agreement

1. **DEFINITIONS**

"**Affiliate(s)**" means with respect to a party, any entity that, directly or indirectly, controls, is controlled by or is under common control with such Party for so long as such control exists. For purposes of this definition, an entity has control of another entity if it has the direct or indirect ability or power to direct or cause the direction of management policies of such other entity or otherwise direct the affairs of such other entity, whether through ownership of the voting securities of such other entity, by contract or otherwise.

"Application Specific IP" means the Illumina Intellectual Property Rights that pertain to the Supplied Product (and use thereof) only with regard to specific field(s) or specific application(s). Application Specific IP excludes all Core IP. By way of non-limiting example, Illumina Intellectual Property Rights for NIPT, for specific forensic methods, or for specific nucleic acid biomarkers, sequences, or combinations of biomarkers or sequences are examples of Application Specific IP.

"Core IP" means Illumina Intellectual Property Rights that pertain to or cover aspects or features of any Supplied Product (or use thereof), or software embedded in or installed on Illumina hardware (or use thereof), or software that Illumina hardware is designed to communicate or interact with (or use thereof), that are common to such Supplied Product in all applications and all fields of use. To avoid any doubt, and without limitation, Core IP specifically excludes any and all Intellectual Property Rights relating to NIPT.

"Customer" means the For-Profit Entity that enters into this Supply Agreement with Illumina.

"Customer Use" means use in all fields of use, specifically excluding any use that (i) is not in accordance with the product's specifications or documentation (it being understood that specifications and documentation shall not undermine or limit Customer's rights under this Supply Agreement), (ii) is a re-use of a previously used consumable, (iii) is the disassembling, reverse-engineering, reverse-compiling, or reverse-assembling of the Supplied Product, (iv) is the separation, extraction, or isolation of components of consumables or other unauthorized analysis of the consumables, (v) gains access to or determines the methods of operation of the Supplied Product, or (vi) is the transfer to a third party of, or sub-licensing of, software or third-party software.

"Equivalent" means, with respect to the comparison of Customer to another customer, that (a) the aggregate volume of all Supplied Products purchased by such other customer from Illumina in the immediately preceding year (measured in U.S. dollars) is not more than 10% greater than the volume purchased by Customer in prior year, (b) such other customer is a For-Profit Entity, and (c) such other customer is not currently receiving Grandfathered Pricing.

"For-Profit Entity" means a for-profit company in the United States that purchases Supplied Products for performing sequencing for liquid biopsy cancer screening or diagnostic tests for clinical oncology purposes, on human samples received from, and delivered to, unaffiliated health care professionals, health care organizations or other laboratories for clinical oncology purposes. A For-Profit Entity excludes governments, government agencies, hospitals, research institutes, academic institutions, non-profits and Illumina Affiliates (including GRAIL).

"GRAIL" means GRAIL, Inc. for so long as it is an Affiliate of Illumina, or any successor to GRAIL, Inc. or any substantial part of the business of GRAIL, Inc. that in either case is Illumina or an Affiliate of Illumina.

"Grandfathered Pricing" means any pricing (either under a quote of duration longer than 30 days or a supply agreement) that is operative for the Customer for use of the Supplied Products at the time that the Transaction closes, provided that this pricing is for ongoing, ordinary course purchases of Supplied Products.

"Illumina Intellectual Property Rights" means all Intellectual Property Rights owned or controlled by Illumina or Affiliates of Illumina during the Term of this Agreement. Application Specific IP and Core IP are separate, non-overlapping, subsets within the Illumina Intellectual Property Rights.

"Intellectual Property Right(s)" means all rights in patent, copyrights (including rights in computer software), trade secrets, know-how, trademark, service mark and trade dress rights and other industrial or intellectual property rights under the laws of any jurisdiction, whether registered or not and including all applications therefor and registrations thereto.

"**Pre-Release Sequencing Product**" means Illumina sequencing hardware or Sequencing Consumables that are not available for purchase in Illumina's product catalogue. Such sequencing hardware or Sequencing Consumables shall include any re-designed or modified products made available to any For-Profit Entity or to GRAIL that optimize, in any material respect, a product's interoperability, capabilities, or performance.

"Sequencing Consumables" means those consumables intended by Illumina to be used to perform a sequencing process on Illumina's NextSeq, NextSeqDx and NovaSeq instruments and any future sequencing hardware launched by Illumina or its Affiliates, and includes core consumables that are (i) commercialized or otherwise made available by Illumina to customers or Affiliates of Illumina and (ii) intended by Illumina to be used to perform a sequencing process on any such system. Sequencing Consumables do not include products that were at the "end of life" or "end of sale" or were announced (before January 1, 2021) to customers as a planned "end of life" or "end of sale". Sequencing Consumables are limited to products that are shipped to and used in the United States.

"Short Term Project" means a project or circumstance giving rise to a discrete purchase of Sequencing Consumables outside of ongoing ordinary course of purchases made by a For-Profit Entity. The duration of a Short Term Project is no more than two years.

"**Supplied Product(s)**" means Illumina's NextSeq, NextSeqDx and NovaSeq instruments, and any future sequencing instruments launched by Illumina or its Affiliates, or Sequencing Consumables,[1] that are

[1] The NextSeq and NovaSeq instruments and associated Sequencing Consumables are labeled "**For Research Use Only. Not for use in diagnostic procedures.**" They are subject to laws and regulations applicable to products with that label (*e.g.*, 21 C.F.R. § 809.10(c)(2)(i)).

The NextSeqDx is an FDA-regulated device intended for targeted sequencing of DNA libraries from human genomic DNA extracted from peripheral whole blood or formalin-fixed, paraffin-embedded (FFPE) tissue, when used for *in vitro* diagnostic (IVD) assays performed on the instrument. The NextSeq 550Dx instrument is not intended for whole genome or de novo sequencing. The NextSeq 550Dx

purchased by Customer for any Customer Use pursuant to the Supply Agreement. Supplied Products do not include products that were at the "end of life" or "end of sale" or were announced (before January 1, 2021) to customers as a planned "end of life" or "end of sale". Supplied Products are limited to products that are shipped to and used in the United States.

"Transaction" means Illumina Inc.'s proposed acquisition of GRAIL, Inc. pursuant to the Agreement and Plan of Merger, dated September 20, 2020 (as amended on February 4, 2021 by the Amendment to the Agreement and Plan of Merger, the "Merger Agreement"), among Illumina, Grail, SDG Ops, Inc., a Delaware corporation and direct, wholly owned subsidiary of Illumina, and SDG Ops, LLC, a Delaware limited liability company and direct, wholly owned subsidiary of Illumina.

"Volume-Based Net Price" means the actual list price of a Supplied Product less the applicable discount for a customer's volume under a volume-based discount schedule.

2. **TERM**

This Supply Agreement shall not be effective unless and until the Transaction closes, regardless of the date of signing. Once the Supply Agreement is effective, it shall be effective for twelve (12) years from the closing of the Transaction, regardless of the date either party signs this Supply Agreement (the **"Term"**).

3. **TERMS & CONDITIONS**

This Supply Agreement is subject to compliance with the terms and conditions herein and applicable law. Unless otherwise agreed with Customer, Illumina's standard Terms & Conditions, as available in the below links, apply to the extent they do not conflict with this Exhibit A, and in the event of a conflict, the terms of Exhibit A supersede.

a. Terms and Conditions of Sale – Research Use Products: https://www.illumina.com/content/dam/illumina-marketing/documents/terms-conditions/united-states/usa-terms-and-conditions-of-sale-general.pdf

b. Terms and Conditions of Sale – Illumina Advantage Products: https://www.illumina.com/content/dam/illumina-marketing/documents/terms-conditions/worldwide/terms-conditions-ai-products.pdf

c. Terms and Conditions of Sale – IVD Products: https://www.illumina.com/content/dam/illumina-marketing/documents/terms-conditions/united-states/usa-terms-and-conditions-of-sale-ivd.pdf

4. **ACCESS TO SUPPLIED PRODUCTS**

instrument is to be used with registered and listed, cleared or approved, IVD reagents and analytical software.

a. **Access to Services.** Customer shall have access to the same product services and support services for purchase relating to the Supplied Products to which GRAIL or any For-Profit Entity has access, or which Customer had access before the Transaction.

b. **Access to Supplied Products.** Customer shall have access to the Supplied Products for purchase that GRAIL or any For-Profit Entity has access within 45 days of when GRAIL or such For-Profit Entity, as applicable, is offered such access (if not earlier) for purchase.

c. **Access to Pre-Release Sequencing Products.** Customer shall have access for purchase to any Pre-Release Sequencing Product to which GRAIL or any For-Profit Entity is offered access within 45 days of when GRAIL or such For-Profit Entity, as applicable, is offered such access (if not earlier), and for the same categories of uses, specifically: (i) feedback to Illumina for development of NGS products, including through alpha or beta testing; (ii) for clinical trials; (iii) for clinical validation; (iv) for pre-commercial test development not relating to clinical trials; or (v) for a commercialized product developed by Customer. Customer's purchase of any Pre-Release Sequencing Product is subject to the pricing terms in Section 5 in this Supply Agreement. This provision does not apply to Pre-Release Sequencing Products that are developed by Illumina for a specific For-Profit Entity pursuant to a development agreement under 4.d. with such For-Profit Entity.

d. **Development Agreement**. Illumina shall enter into, upon Customer request, a separate development agreement with Customer on commercially reasonable terms, relating to the design or modification of any Supplied Product, in a manner that optimizes interoperability with Customer's tests, including, without limitation, capabilities, performance, speed, efficiency, cost, convenience, accuracy, specificity, precision, ease of use and user experience.

e. **No Obsolescence**. Illumina shall not discontinue any Supplied Product so long as Customer continues to purchase that Supplied Product. Illumina may discontinue a Supplied Product that Customer has not purchased in more than one year.

5. **PRICING**

Under the pricing protections in this section, Customer will be able to select one of two options for each Supplied Product that they purchase under this Supply Agreement. Customer may elect to receive the Grandfathered Pricing that Customer received before the close of the Transaction under 5.a. Because all of the Supplied Products that Customer currently purchases will remain available under 4.e, Customer may maintain its current pricing for the Term. A Customer who has elected Grandfathered Pricing under 5.a will also receive the benefit of the No Price Increases term in 5.c, the New Product Pricing under 5.d and Short Term Projects under 5.h.

Alternatively, Customer may elect to switch over to receiving Universal Pricing under 5.b, under which Customer purchases each Supplied Product under the pricing in Appendix 1. Under Universal Pricing, Customer will also receive the benefit of the No Price Increases provision for the Term of the Supply Agreement under 5.c. Customer will also receive pricing protections for new versions of existing Supplied Products under 5.d. As described in 5.d., Illumina also commits to certain lower pricing for Suppled Products. Under the Universal Pricing option, pursuant to 5.e and 5.f, Customer will also receive the benefit of any lower pricing offered to an Equivalent customer or to GRAIL, for any Supplied Product, and Customer will be notified of such triggering lower pricing under 5.g.

Finally, under either Grandfathered Pricing or Universal Pricing, Customer will also have access to pricing for Short Term Projects under 5.h.

a. **Grandfathered Pricing**. Customer may continue to receive the benefit of any Grandfathered Pricing for the Term. If Customer elects to receive Grandfathered Pricing for a Supplied Product Customer shall not receive the benefit of the terms in sections 5.b and 5.e–5.g for that Supplied Product, but will receive the benefit of the terms in sections 5.c, 5.d and 5.h for that Supplied Product.

b. **Universal Pricing**. If Customer is not receiving Grandfathered Pricing for a Supplied Product, Customer shall receive the Volume-Based Net Price for that Supplied Product in accordance with Appendix 1. The universal pricing grid in Appendix 1 contains all currently available universal pricing, including list prices and volume-based discount tiers, for currently available Supplied Products, and such Appendix 1 will be updated as additional pricing tiers or new Supplied Products (including new versions of existing Supplied Products) become available.

c. **No Price Increases**. The inflation-adjusted (based on the Bureau of Labor Statistics' Analytical Laboratory Instrument Manufacturing Index in the Producer Price Index ("PPI")) Volume-Based Net Price (under Appendix 1) that Customer has access to for each Supplied Product purchased under this Supply Agreement over the twelve (12) year term of this Supply Agreement shall not increase. To the extent Illumina's costs of goods sold for a Supplied Product materially increase due to factors beyond Illumina's control, then the Volume-Based Net Price (under Appendix 1) may increase solely to reflect that cost increase and solely for the duration of that cost increase.

d. **New Product Pricing.** To the extent that Illumina launches a new version of any Supplied Product (e.g., a sequencing instrument of similar throughput, or a Sequencing Consumable of the same sequencing read length and similar number of sequencing reads per flow cell), the inflation-adjusted (based on the PPI) Volume-Based Net Price per gigabase of sequencing shall not be higher as compared to the Volume-Based Net Price of the prior version of the Supplied Product, provided that the new version of the Supplied Product does not result in any material improvements in performance or capability. In addition, by 2025, Illumina commits that, under this Supply Agreement, the Volume-Based Net Price (under Appendix 1) to Customer per gigabase of sequencing using the highest throughput Illumina instrument then available, with the highest throughput, best-performance flow cell and kit then available, at full capacity, will be at least 43% lower than the inflation-adjusted (based on the PPI) Volume-Based Net Price (under Appendix 1 as of March 26, 2021), per gigabase of sequencing using the NovaSeq instrument, with an S4 300 flow cell, at full capacity. For the avoidance of doubt, holding volume constant, every customer (regardless of their application, or whether they are in oncology screening) using the highest throughput instrument and best-performance flow cell would observe by 2025 a reduction in price, under the Universal Pricing option, per gigabase of sequencing, of 43%. By way of example, for a customer at the highest volume discount tier today, the per gigabase sequencing price is $4, using a NovaSeq instrument with an S4 300 flow cell. Under this commitment, the per gigabase of sequencing price for that customer at the same volume discount tier in 2025 would be no greater than $2.26 (inflation-adjusted based on the PPI) using the highest throughput Illumina instrument then available, with the highest-throughput, best-performance flow cell and kit then available. To the extent Illumina's costs of goods sold for a Supplied Product materially increase due to factors beyond Illumina's control, then the Volume-Based Net Price (under Appendix 1) may increase solely to reflect that cost increase and solely for the duration of that cost increase.

e. **Equivalent Customer.** If Customer is not receiving Grandfathered Pricing for Supplied Product, without limiting Section 5.f, Customer shall have access to Volume-Based Net Prices (under Appendix 1) for that Supplied Product that are no less favorable (i.e., the same or better) than the Volume-Based Net Prices provided by Illumina to an Equivalent customer after the date the Transaction closes, for that Supplied Product.

f. **GRAIL**. If Customer is not currently receiving Grandfathered Pricing for Supplied Product, Customer shall have access to Volume-Based Net Prices (under Appendix 1) for that Supplied Product that are no less favorable (i.e., the same or better) than the Volume-Based Net Prices provided to GRAIL (including of transfer pricing, portability fees, and royalties), after the date the Transaction closes, for that Supplied Product.

g. **Notification and Refund**. In the event that Sections 5.e or 5.f are triggered, Illumina will notify Customer promptly, and no later than 45 days after the end of the applicable Illumina fiscal quarter, and the pricing made available to Customer for the applicable Supplied Products will be reduced, effective as of the date on which GRAIL or the Equivalent customer received the triggering pricing, and Customer will receive such reduced pricing for the period of time that the triggering pricing is available to GRAIL or the Equivalent customer. With respect to units of Supplied Product ordered and invoiced pursuant to a Purchase Order accepted after the date the triggering purchase was made, and for which Customer has paid the applicable invoice, Illumina will refund to Customer the difference between the pricing made available to Customer and the triggering pricing, multiplied by the number of affected units of Supplied Product.

h. **Short Term Projects.** Customer shall have access to Short Term Project pricing that is no less favorable (*i.e.*, the same or better) than pricing extended to Equivalent customer or GRAIL for a Short Term Project of substantially similar size (*i.e.*, using between 90% and 110% of the volume of Sequencing Consumables) and duration (*i.e.*, for a period of not more than 3 months longer than the other Short Term Project), provided that Customer has requested such pricing. If Illumina offers GRAIL pricing for a Short Term Project under this section, Illumina shall make Customer aware of such pricing promptly, but in no event later than 45 days after the end of the applicable Illumina fiscal quarter. No customer, including GRAIL, may receive Short Term Project pricing for more than two consecutive years. No customer, including GRAIL, may use Short Term Project pricing for ongoing ordinary course purchases, including for its standard commercial testing. Pricing for Short Term Projects will not be considered as triggering with respect to the obligations in Sections 5.e and 5.f.

6. **FDA**

Customer may enter into, at any time from today, effective as of the closing of the Transaction, until the sixth anniversary of the closing of the Transaction, an agreement with Illumina under which Customer may develop and commercialize in-vitro diagnostic ("**IVD**") test kits for use on Illumina's diagnostic ("**Dx**") sequencing platforms. Illumina will provide standard terms for Customer to enter into a stand-alone agreement to enable Customer to develop and commercialize IVD test kits on one or all of Illumina's Dx sequencing platforms. Illumina shall provide any documentation or information reasonably required for Customer to seek FDA approval or FDA marketing authorization to sell a for-profit, clinical test using the Supplied Products.

7. **PURCHASE ORDERS**

This Supply Agreement is not contingent on any purchase commitments by Customer, nor does it affect Customer's existing unilateral right to terminate its supply relationship with Illumina at any time and for any reason. Written purchase orders (**"Purchase Orders"**) submitted in accordance with this Supply Agreement, Illumina's Terms and Conditions, or an operative supply agreement may be rejected by Illumina only if Illumina does not have sufficient supply of the applicable Supplied Product to fulfill the order or if the Purchase Order is not in accordance with standard lead times for the applicable Supplied Product.

8. **SHORT SUPPLY**

In the event Illumina is experiencing a supply shortage of the applicable Supplied Product (or components therein), Illumina will allocate the existing supply in an equitable manner among its customers (including Affiliates) based on expiring lots, and which shall not favor Affiliates over other customers.

9. **INTELLECTUAL PROPERTY**

a. **Core IP Rights.** Customer's purchase of Supplied Products under this Supply Agreement confers upon Customer the non-exclusive, non-transferable, personal, non-sublicensable right solely under Illumina's Core IP to use the Supplied Products, only with Illumina hardware and software, and only in Customer facilities. Except as expressly stated in this Section 9 with respect to Core IP, no right or license under any Illumina Intellectual Property Rights is granted, expressly, by implication, or by estoppel, to Customer under this Supply Agreement.

b. **IP Infringement.** In no event will Illumina have the right to cease shipping of the Supplied Product solely on the basis of any alleged claim of infringement of any intellectual property rights of Illumina.

10. **CONFIDENTIAL INFORMATION**

a. **Confidentiality.** To the extent that Illumina may have access to confidential information ("**Confidential Information**") of Customer in connection with this Supply Agreement or the provision of Supplied Products by Illumina to Customer, Illumina shall in no event share such Confidential Information of Customer with GRAIL or any subsidiary of GRAIL, or any employees who work within GRAIL. Any Confidential Information received shall be used by Illumina only (i) to perform Illumina's product supply obligations, service or obligations under any agreement to Customer, or (ii) for performance of general business practices by non-technical functions (e.g., accounting, customer service) within Illumina, which functions shall have access to such information only on a need-to-know basis, and Illumina shall not use such Confidential Information for any other purpose, expressly including without limitation, for any of its own or Affiliates' internal purposes. All employees who may receive Confidential Information will be advised of these confidentiality obligations and use restrictions. Illumina shall continue its practice of maintaining all Confidential Information of Customer confidential as to any other entity.

b. **GRAIL Firewall.** Illumina shall establish a firewall designed to prevent any GRAIL personnel (and any Illumina personnel carrying out activities with respect to the GRAIL business or products) from accessing any Confidential Information obtained by or made available to Illumina

relating to Customer or its business or products, whether pursuant to this Supply Agreement or otherwise.

11. **TERMINATION**

Customer has a unilateral right to terminate its supply relationship with Illumina at any time and for any reason without termination liability upon ninety (90) days' prior written notice to Illumina, provided, however, that Customer shall honor all invoices, which invoices shall be issued upon shipment, for Supplied Products ordered under a Purchase Order that was accepted by Illumina prior to the termination date. Illumina cannot terminate this Supply Agreement for convenience during the Term. If either party materially breaches this Supply Agreement and fails to cure such breach within 60 days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Supply Agreement by providing written notice to the other party; provided, however, that if such breach is curable, but not reasonably curable within such 60-day period, and the breaching Party is using commercially reasonable efforts to cure the breach, then such cure period will be extended to not longer than 180 days. Notwithstanding anything to the contrary herein, this Supply Agreement may not be terminated based solely on a claim relating to infringement of any Illumina Intellectual Property Rights pursuant to Section 9.b.

12. **ENFORCEMENT**

a. **Audit.** Illumina agrees to conduct an annual audit by an independent third-party auditor selected by Illumina from among the "Big 4" accounting firms to audit Illumina's compliance with the commitments set forth herein. Illumina will provide Customers with a written report (with reasonable redactions) confirming compliance with the commitments set forth herein. Illumina shall provide cooperation, including access to necessary books and records, in support of any audit conducted. To the extent Customer has a good faith basis for alleging that Illumina is in breach of a commitment contained herein, Illumina shall engage an auditor to assess Customer's allegation separate from and in addition to Illumina's annual audit.

b. **Arbitration.** If any dispute arises from or relates to this Supply Agreement, including as a result of a dispute over terms in a separate agreement that incorporates the terms herein (the "Dispute"), other than claims involving infringement, validity, or enforceability of Intellectual Property Rights (whether Illumina's or Customer's), or about the scope of Intellectual Property Rights in an agreement, Illumina and Customer (each a "party" and together the "parties") shall submit the matter to confidential binding arbitration to determine final terms and conditions of the supply agreement, or to settle the dispute as to the terms of a supply agreement.

i. Prior to submitting any matter to arbitration, Illumina and Customer shall each designate a contact having the proper authorization to resolve the Dispute in a final and binding fashion, who shall meet in person or by telephone for a period of thirty (30) days (or such other period of time as Illumina and the Customer shall mutually agree) in an attempt to resolve the Dispute in good faith.

ii. The arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the AAA and as otherwise described in this Section 12.b.

iii. The location of the arbitration proceeding will be mutually agreed by the parties. In the event there is no agreement as to location, the arbitration proceeding will take place in New York City, NY.

iv. Within five business days of the commencement of an arbitration, Customer and Illumina each shall furnish a legally binding writing to the other committing to maintain the confidentiality of the arbitration and of any written statement and discovery materials exchanged during the arbitration, and to limit the use of any such materials to the arbitration.

v. Upon written request by either party to the other party, the parties shall promptly negotiate in good faith to appoint an appropriate Arbitrator. If the parties are not able to agree within ten (10) days after the receipt by a party of the written request in the immediately preceding sentence, the AAA shall be responsible for selecting an Arbitrator with relevant experience related to the dispute of at least ten (10) years and to do so within fifteen (15) days of being approached by a party. The fees and costs of the Arbitrator and the AAA shall be shared equally (50%/50%) by the parties. Each party to the arbitration shall bear its own legal fees and expenses.

vi. Within twenty (20) days after the designation of the Arbitrator, the parties shall each simultaneously submit to the Arbitrator and one another a written statement of their respective positions on such Dispute. Each party shall have fifteen (15) days from receipt of the other party's submission to submit a written response thereto. The Arbitrator shall have the right to meet with the parties, either alone or together, as necessary to make a determination. Further, the Arbitrator shall have the right to request information and materials and to require and facilitate discovery as it shall determine is appropriate in the circumstances, taking into account the needs of the parties and the desirability of making discovery expeditious and cost-effective determinations. In reaching a decision, the Arbitrator may consider only documents exchanged in discovery between the parties, testimony explaining the documents and the parties' written statements and other materials submitted and arguments made by counsel.

vii. No later than thirty (30) days after the parties each submit their written statements to the Arbitrator, or as otherwise agreed by the parties, the Arbitrator shall make a determination by selecting the resolution proposed by one of the parties that as a whole is the most consistent with this Agreement and the most fair and reasonable to the parties in light of the totality of the circumstances. The Arbitrator shall provide the parties with a written statement setting forth the basis of the determination in connection therewith, provided that the Arbitrator shall not have the authority to alter any explicit provision of the Supply Agreement. The decision of the Arbitrator shall be final, binding and conclusive, absent manifest error; judgment on the award may be entered in any court having jurisdiction. Neither party may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law.

viii. The parties may, by agreement, modify any time periods specified in this Section 12.b. At any time after the commencement of arbitration, the parties may agree to suspend the arbitration, for periods not to exceed fourteen (14) days in the aggregate, to attempt to resolve their dispute through negotiation. The parties shall effectuate such suspension through a joint writing filed with the AAA. Either party may terminate the suspension at any time by filing with the AAA a writing calling for the arbitration to resume.

c. **Choice of Law.** This Supply Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.

Appendix 1 to Exhibit A – Universal Consumables and Instruments Discount Schedules and List Price Catalogue

The following table lists any applicable discounts off the list price in the United States.

Table 1. Universal Consumables Discount Schedule:

Annual Sequencing Consumables Spend (in USD)	**NextSeq 550**	**NextSeq 550 (TG)**	**NextSeq 550Dx**	**NovaSeq v1.5**	**NextSeq 1000/2000**
$0-500,000	0%	10%	0%	0%	0%
$500,001-999,999	10%	20%	10%	0%	0%
$1,000,000-4,999,999	15%	25%	15%	0%	3%
$5,000,000-9,999,999	20%	30%	20%	3%	5%
$10,000,000-19,999,999	25%	35%	25%	5%	7%
$20,000,000-29,999,999	30%	40%	30%	10%	10%
$30,000,000-39,999,999	30%	40%	30%	13%	13%
$40,000,000-49,999,999	30%	40%	30%	15%	15%
$50,000,000-$74,999,999	30%	40%	30%	17%	15%
$75,000,000+	30%	40%	30%	20%	15%

Discounts for new versions of Supplied Products (e.g., future consumables for NovaSeq, NextSeq 500/550, or future platforms) shall be added to the Supply Agreement in compliance with the terms and conditions of the Supply Agreement, including without limitation Section 5.

"**Annual Sequencing Consumables Spend**" equals the total of all amounts invoiced (excluding amounts paid for taxes and shipping, insurance, customs, and other transportation costs) by Illumina to Customer and its Affiliates for the purchase of Sequencing Consumables shipped to the United States during a given Contract Year during the Term.

"**Baseline Amount**" means Customer's good faith estimate of its purchase volume of NGS Consumables and Library Preparation Consumables to be shipped to the United States during the Baseline Period.

"Baseline Period" means the period starting on the date of last signature of the Supply Agreement (or an amendment that incorporates the terms of the Supply Agreement) and ending on the immediately following February 14.

"**Contract Year**" means the period from February 15 of a given calendar year during the Term through and including February 14 of the immediately following calendar year during the Term.

True-Up Calculation:

In the event that there is no annual purchase history upon which to calculate a base discount, Illumina and Customer will agree upon a discount based on the best estimate of Annual Sequencing Consumables Spend. No later than 60 days following the last day of the Baseline Period, Illumina shall perform a true-up analysis to determine if actual amounts invoiced (excluding amounts paid for taxes and shipping, insurance, customs, and other transportation costs) by Illumina to Customer for purchase of Sequencing Consumables shipped during Baseline Period exceeds or falls short of the Baseline Amount. In the event the discount Customer received for Consumables purchased during the Baseline Period is greater than or less than the discount that Customer should have received for such Consumables based on actual amounts invoiced (excluding amounts paid for taxes and shipping, insurance, customs, and other transportation costs) for purchase of Sequencing Consumables during such period, the following shall apply: Illumina will at Customer's request (x) refund to Customer the dollar amount representing the difference between the discount actually made available to Customer for Consumables and the discount that should have been made available to Customer for Consumables, or (y) issue to Customer a credit equal to the dollar amount representing the difference between the discount actually made available to Customer for Consumables and the discount that should have been made available to Customer for Consumables, which credit may be used by Customer for any future purchase of Supplied Product hereunder, or in the event of an underpayment, immediately invoice Customer for the dollar amount representing the difference between the discount actually made available to Customer for Consumables and the discount that should have been made available to Customer for Consumables, which invoice shall be paid within 30 days after the Customer's receipt of the invoice.

The following table lists any applicable discounts off the list price in the United States.

Table 2: Universal Hardware Discount Schedule:

Tier	**Instrument Credits**	**Discount off NextSeq 500/550(including Dx)/1000/2000 Instrument**	**Discount off NovaSeq 6000 Instrument**
1	**1-30**	5%	5%
2	**31-50**	10%	10%
3	**51-100**	13%	13%
4	**101-200**	15%	15%
5	**201-300**	17%	17%
6	**300+**	20%	20%

Table 3: Allocation of Instrument Credits:

Installed Instrument	**Instrument Credits**
NovaSeq 6000	10
NextSeq 500/550 (including Dx)/1000/2000	3
MiSeq (including Dx)	1

For each Installed Instrument, Customer shall be entitled to a specific number of Instrument Credits as set forth in Table 3.

"**Installed Instrument**" means a Supplied Product that is a sequencing instrument covered under an active service contract with Illumina, and is installed in Customer's or its Affiliates' facility in the United States.

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
System	Instrument	NovaSeq	20012850	--	NovaSeq 6000 Sequencing System	The NovaSeq 6000 Sequencing System is for Research Use Only and is an integrated ultrahigh throughput system performing onboard cluster generation and sequencing. This system includes installation and training and 12 months warranty (including parts and labor).	1	985000
System	Instrument	NextSeq 500/550	20005715	--	NextSeq 550Dx Sequencing System	The NextSeq 550Dx instrument is intended for sequencing of DNA libraries when used with in vitro diagnostic assays performed on the instrument. The NextSeq 550Dx instrument is to be used with specific registered, certified or approved in vitro diagnostic reagents and analytical software. The instrument includes a dual boot configuration to enable the use of the instrument in either diagnostic (Dx) or research use only (RUO) mode. In vitro diagnostic sequencing assays, including the Germline and	1	347000

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
						Somatic Variant Modules, are executed in diagnostic mode. Only IVD sequencing reagents can be utilized in diagnostic mode.		
System	Instrument	NextSeq 500/550	15046626	SY-415-1002	NextSeq® 550 Sequencing System	Illumina NextSeq 550 Sequencing System is for Research Use Only and is an integrated system for automated generation of DNA clonal clusters by bridge amplification, sequencing, primary analysis, and array scanning. System includes embedded touchscreen monitor and on-instrument computer, NextSeq Control Software, installation and training, and 12 months warranty (including parts and labor).	1	275000
System	Instrument	NextSeq 500/550	20037138	--	Certified Pre-Owned NextSeq 550 System	Certified Pre-Owned NextSeq 550 System	1	225000
System Upgrade	Instrument	NextSeq 500/550	15068091	SY-415-1003	NextSeq® 500 to NextSeq® 550 Upgrade	Available for pre-order. Upgrade NextSeq 500 to NextSeq 550 and enable array scanning of CytoSNP-850k, CytoSNP-12, and HumanKaryomap-12	1	50000

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
						BeadChips. Upgrade cost will cover upgrade onsite by FSE.		
System	Instrument	NextSeq 1000/2000	20038897	--	NextSeq™ 2000 Sequencing System	Illumina NextSeq 2000 Sequencing System is for Research Use Only and is an integrated system for automated generation of DNA clonal clusters by bridge amplification, sequencing, primary analysis, and secondary analysis. System includes embedded touchscreen monitor and on-instrument computer, control software, hardware accelerated Dragen Bio-IT secondary analysis pipelines, installation and training, and 12 months warranty (including parts and labor).	1	335000

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
System	Instrument	NextSeq 1000/2000	20038898	--	NextSeq™ 1000 Sequencing System	Illumina NextSeq 1000 Sequencing System is for Research Use Only and is an integrated system for automated generation of DNA clonal clusters by bridge amplification, sequencing, primary analysis, and secondary analysis. System includes embedded touchscreen monitor and on-instrument computer, control software, hardware accelerated Dragen Bio-IT secondary analysis pipelines. Installation and training, and 12 months warranty (including parts and labor).	1	210000
Instrument Spares	Instrument	SQ Misc	20022240	--	NextSeq Air Filter	NextSeq Air Filters ensure that internal components of the instrument remain free of dust and other environmental contaminants for optimal performance. We recommend replacing air filters every 90 days as part of standard NextSeq preventative maintenance.	1	85

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
Standard Consumables	Consumables	NovaSeq	20028312	--	NVSEQ 6000 S4 Rgt Kit v1.5 (300cyc)	This reagent kit provides one NovaSeq S4 flow cell (with 4 lanes) and reagent consumables to support a single flow cell 300 cycles run on the NovaSeq 6000.	1	14400
Standard Consumables	Consumables	NovaSeq	20028313	--	NVSEQ 6000 S4 Rgt Kit v1.5 (200cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 200-cycle NovaSeq run.	1	12925
Standard Consumables	Consumables	NovaSeq	20044417	--	NVSEQ 6000 S4 Rgt Kit v1.5 (35cyc)	This v1.5 reagent kit provides the flow cell and reagent consumables to support a single S4 flow cell 35 cycles NovaSeq run.	1	10500
Standard Consumables	Consumables	NovaSeq	20028314	--	NVSEQ 6000 S2 Rgt Kit v1.5 (300cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 300 cycles NovaSeq run.	1	9600
Standard Consumables	Consumables	NovaSeq	20028315	--	NVSEQ 6000 S2 Rgt Kit v1.5 (200cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 200 cycles NovaSeq run.	1	9000
Standard Consumables	Consumables	NovaSeq	20028316	--	NVSEQ 6000 S2 Rgt Kit v1.5 (100cyc)	This reagent kit provides the flow cell and reagent consumables to support a	1	7250

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
						single flow cell 100 cycles NovaSeq run.		
Standard Consumables	Consumables	NovaSeq	20028317	--	NVSEQ 6000 S1 Rgt Kit v1.5 (300cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 300 cycles NovaSeq run.	1	5250
Standard Consumables	Consumables	NovaSeq	20028318	--	NVSEQ 6000 S1 Rgt Kit v1.5 (200cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 200 cycles NovaSeq run.	1	4850
Standard Consumables	Consumables	NovaSeq	20028402	--	NVSEQ 6000 SP Rgt Kit v1.5 (500cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 500 cycles NovaSeq run.	1	4200
Standard Consumables	Consumables	NovaSeq	20028319	--	NVSEQ 6000 S1 Rgt Kit v1.5 (100cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 100 cycles NovaSeq run.	1	3850
Standard Consumables	Consumables	NovaSeq	20028400	--	NVSEQ 6000 SP Rgt Kit v1.5 (300cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 300 cycles NovaSeq run.	1	3000

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
Standard Consumables	Consumables	NovaSeq	20040719	--	NVSEQ 6000 SP Rgt Kit v1.5 (200cyc)	This reagent kit provides the flow cell and reagent consumables to support a single SP flow cell 200 cycles NovaSeq run.	1	2750
Standard Consumables	Consumables	NovaSeq	20028401	--	NVSEQ 6000 SP Rgt Kit v1.5 (100cyc)	This reagent kit provides the flow cell and reagent consumables to support a single flow cell 100 cycles NovaSeq run.	1	2100
Standard Consumables	Consumables	NovaSeq	20043131	--	NovaSeq XP 4-Lane Kit v1.5	The NovaSeq Xp 4-Lane Kit is a consumable used along with the NovaSeq Xp Flow Cell Dock in an optional workflow that allows accessibility to individual lanes of the NovaSeq flow cell. The kit consists of ExAmp reagents (3 tubes) and a single manifold needed to load a 4-lane NovaSeq flow cell.	1	599
Standard Consumables	Consumables	NovaSeq	20043130	--	NovaSeq XP 2-Lane Kit v1.5	The NovaSeq Xp 2-Lane Kit is a consumable used along with the NovaSeq Xp Flow Cell Dock in an optional workflow that allows accessibility to individual lanes of the NovaSeq flow cell. The kit consists of ExAmp reagents (3 tubes) and a single manifold needed to load a 2-lane NovaSeq flow cell.	1	299

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
Standard Consumables	Consumables	NextSeq 500/550	20028871	--	NextSeq 550Dx HO Rgt Kit v2.5 (300 cyc)	NextSeq 550Dx High Output Reagent Kit v2.5 (300 Cycles) is a set of reagents and consumables intended for sequencing of sample libraries when used with validated assays. The kit is intended for use with the NextSeq 550Dx instrument and analytical software.	1	6335
Standard Consumables	Consumables	NextSeq 500/550	20024913	--	TG NSQ 500/550 Hi Output v2.5 (300 CYS)	Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support on a High Output run (up to 400M reads). Includes: High Output Reagent Cartridge (300 cycles), High Output Flow Cell Cartridge, and Buffer Cartridge.	1	5825
Standard Consumables	Consumables	NextSeq 500/550	20024908	--	NSQ 500/550 Hi Output KT v2.5 (300 CYS)	Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support on a High Output run (up to 400M reads). Includes: High Output Reagent Cartridge (300 cycles), High Output Flow Cell Cartridge, and Buffer Cartridge.	1	5065
Standard Consumables	Consumables	NextSeq 500/550	20024912	--	TG NSQ 500/550 Hi Output v2.5 (150 CYS)	Provides kitted reagents for 150 cycles of sequencing, plus dual- indexing support on a High Output run (up to 400M	1	3635

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
						reads). Includes: High Output Reagent Cartridge (150 cycles), High Output Flow Cell Cartridge, and Buffer Cartridge.		
Standard Consumables	Consumables	NextSeq 500/550	20024907	--	NSQ 500/550 Hi Output KT v2.5 (150 CYS)	Provides kitted reagents for 150 cycles of sequencing, plus dual- indexing support on a High Output run (up to 400M reads). Includes: High Output Reagent Cartridge (150 cycles), High Output Flow Cell Cartridge, and Buffer Cartridge.	1	3160
Standard Consumables	Consumables	NextSeq 500/550	20024910	--	TG NSQ 500/550 Mid Output v2.5 (300 CYS)	Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support on a Mid Output run (up to 130M reads). Includes: Mid Output Reagent Cartridge (300 cycles), Mid Output Flow Cell Cartridge, and Buffer Cartridge.	1	2230
Standard Consumables	Consumables	NextSeq 500/550	20028870	--	NextSeq 550Dx HO Rgt Kit v2.5 (75 cyc)	NextSeq 550Dx High Output Reagent Kit v2.5 (75 Cycles) is a set of reagents and consumables intended for sequencing of sample libraries when used with validated assays. The kit is intended for use with the NextSeq 550Dx instrument and analytical software.	1	2195

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
Standard Consumables	Consumables	NextSeq 500/550	20024905	--	NSQ 500/550 Mid Output KT v2.5 (300 CYS)	Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support on a Mid Output run (up to 130M reads). Includes: Mid Output Reagent Cartridge (300 cycles), Mid Output Flow Cell Cartridge, and Buffer Cartridge.	1	1940
Standard Consumables	Consumables	NextSeq 500/550	20024911	--	TG NSQ 500/550 Hi Output v2.5 (75 CYS)	Provides kitted reagents for 75 cycles of sequencing, plus dual-indexing support on a High Output run (up to 400M reads). Includes: High Output Reagent Cartridge (75 cycles), High Output Flow Cell Cartridge, and Buffer Cartridge.	1	1895
Standard Consumables	Consumables	NextSeq 500/550	20024906	--	NSQ 500/550 Hi Output KT v2.5 (75 CYS)	Provides kitted reagents for 75 cycles of sequencing, plus dual-indexing support on a High Output run (up to 400M reads). Includes: High Output Reagent Cartridge (75 cycles), High Output Flow Cell Cartridge, and Buffer Cartridge.	1	1650
Standard Consumables	Consumables	NextSeq 500/550	20024909	--	TG NSQ 500/550 Mid Output v2.5 (150 CYS)	Provides kitted reagents for 150 cycles of sequencing, plus dual- indexing support on a Mid Output run (up to 130M reads). Includes: Mid Output Reagent Cartridge (150 cycles), Mid	1	1385

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
						Output Flow Cell Cartridge, and Buffer Cartridge.		
Standard Consumables	Consumables	NextSeq 500/550	20024904	--	NSQ 500/550 Mid Output KT v2.5 (150 CYS)	Provides kitted reagents for 150 cycles of sequencing, plus dual- indexing support on a Mid Output run (up to 130M reads). Includes: Mid Output Reagent Cartridge (150 cycles), Mid Output Flow Cell Cartridge, and Buffer Cartridge.	1	1205
Standard Consumables	Consumables	NextSeq 1000/2000	20040561	--	NextSeq™ 2000 P3 Reagents (300 Cycles)	Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support (up to 1.1B single reads). Includes: NextSeq 2000 Reagent Cartridge (300 cycles), NextSeq 2000 P3 Flow Cell, and RSB with Tween 20.	1	6000
Standard Consumables	Consumables	NextSeq 1000/2000	20040560	--	NextSeq™ 2000 P3 Reagents (200 Cycles)	Provides kitted reagents for 200 cycles of sequencing, plus dual- indexing support (up to 1.1B single reads). Includes: NextSeq 2000 Reagent Cartridge (200 cycles), NextSeq 2000 P3 Flow Cell, and RSB with Tween 20.	1	4500

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
Standard Consumables	Consumables	NextSeq 1000/2000	20046813	--	NextSeq™1000/2000 P2 Reagents (300 Cycles)	Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support (up to 400M single reads). Includes: NextSeq 1000/2000 Reagent Cartridge (300 cycles), NextSeq 1000/2000 P2 Flow Cell, and RSB with Tween 20.	1	3540
Standard Consumables	Consumables	NextSeq 1000/2000	20040559	--	NextSeq™ 2000 P3 Reagents (100 Cycles)	Provides kitted reagents for 100 cycles of sequencing, plus dual- indexing support (up to 1.1B single reads). Includes: NextSeq 2000 Reagent Cartridge (100 cycles), NextSeq 2000 P3 Flow Cell, and RSB with Tween 20.	1	3250
Standard Consumables	Consumables	NextSeq 1000/2000	20046116	--	NextSeq™ 1000/2000 Index Primer Kit	Reagents to utilize custom index primers with the NextSeq 1000/2000 cartridge. This kit is sufficient for 10 custom index primer uses.	1	2775
Standard Consumables	Consumables	NextSeq 1000/2000	20046117	--	NextSeq™ 1000/2000 Read Primer Kit	Reagents to utilize custom read primers with the NextSeq 1000/2000 cartridge. This kit is sufficient for 10 custom read primer uses.	1	2750
Standard Consumables	Consumables	NextSeq 1000/2000	20046812	--	NextSeq™1000/2000 P2 Reagents (200 Cycles)	Provides kitted reagents for 200 cycles of sequencing, plus dual- indexing support (up to 400M single reads). Includes:	1	2670

Material Class Type	Material Class	L02 Product Category Desc	Material #	Catalog #	Product Name	Product Description	Qty	List Price in USD
						NextSeq 1000/2000 Reagent Cartridge (200 cycles), NextSeq 1000/2000 P2 Flow Cell, and RSB with Tween 20.		
Standard Consumables	Consumables	NextSeq 1000/2000	20046810	--	NextSeq™ 2000 P3 Reagents (50 Cycles)	Provides kitted reagents for 50 cycles of sequencing, plus dual-indexing support (up to 1.1B single reads). Includes: NextSeq 2000 Reagent Cartridge (50 cycles), NextSeq 2000 P3 Flow Cell, and RSB with Tween 20.	1	2250
Standard Consumables	Consumables	NextSeq 1000/2000	20046811	--	NextSeq™1000/2000 P2 Reagents (100 Cycles)	Provides kitted reagents for 100 cycles of sequencing, plus dual- indexing support (up to 400M single reads). Includes: NextSeq 1000/2000 Reagent Cartridge (100 cycles), NextSeq 1000/2000 P2 Flow Cell, and RSB with Tween 20.	1	1420
Standard Consumables	Consumables	NextSeq 1000/2000	20046115	--	NextSeq™ 1000/2000 Read & Index Primers	Reagents to utilize custom read and index primers with the NextSeq 1000/2000 cartridge. This kit is sufficient for 1 custom read primer and 1 custom index primer use.	1	600

Exhibit B – IVD Test Kit Agreement Terms

In connection with Illumina Inc.'s proposed acquisition of GRAIL, Inc. (the "**Transaction**"), Illumina is offering to [COMPANY] the following terms. [COMPANY] may select from the terms below for any of three types of IVD Test Kit Agreements: An "All Platforms" Agreement described in the leftmost column, a "NextSeq" Agreement described in the middle column, or a "NovaSeq" Agreement, described in the rightmost column. [COMPANY] is referred to as "Customer" in Exhibit B. Any IVD Test Kit Agreement under the terms offered in this Exhibit B shall not be effective unless and until the Transaction closes, regardless of the date of signing.

Platform	**All Platforms**	**NextSeq**	**NovaSeq**
Objectives and Applicable Instruments	• The parties would enter into an IVD Test Kit Agreement (the "**Agreement**") to enable Customer to develop and commercialize distributable in-vitro diagnostic (IVD) test kits ("**IVD Test Kits**") for use on Illumina's NextSeq 550Dx and future Illumina regulatory-approved Dx sequencing platforms, including the expected NovaSeqDx ("**IVD Hardware**"). • Illumina does not guarantee that NovaSeqDx or any future platforms will receive regulatory approval in any jurisdiction.[2]	• The parties would enter into an IVD Test Kit Agreement (the "**Agreement**") to enable Customer to develop and commercialize distributable in-vitro diagnostic (IVD) test kits ("**IVD Test Kits**") for use on Illumina's NextSeq 550Dx sequencing platform (the "**NextSeqDx**").	• The parties would enter into an IVD Test Kit Agreement (the "**Agreement**") to enable Customer to develop and commercialize distributable in-vitro diagnostic (IVD) test kits ("**IVD Test Kits**") for use on an Illumina platform for diagnostic purposes that is currently under development that is similar to the NovaSeq (the "**NovaSeqDx**"). • Illumina does not guarantee that NovaSeqDx will receive regulatory approval in any jurisdiction.[3]
Number of IVD Test Kits	• Unlimited	• Up to three (3)	• Up to three (3)
Territory	• Worldwide, in jurisdictions where the applicable IVD Hardware has regulatory approval.		

[2] Illumina does not guarantee that the NovaSeqDx or any future platforms will be listed pursuant to applicable regulations in any jurisdiction.

Platform	All Platforms	NextSeq	NovaSeq
Term	• Term of Agreement (during which time Customer could sell IVD Test Kits) would be 15 years from the date the Transaction closes. Customer could enter into new IVD Plans for IVD Test Kit development during the first 10 years (the "**Development Term**"). • Continued Commercialization: After expiration of the Term, Customer may continue commercializing IVD Test Kits that were launched before expiration of the Term for so long as Illumina is still commercializing the applicable Sequencing Consumables and servicing and supporting the applicable IVD Hardware in the applicable Territory.	• 10 years from the date the Transaction closes. • Continued Commercialization: After the expiration of the Term, Customer may continue commercializing IVD Test Kits that were launched before the expiration of the Term for so long as Illumina is still commercializing the applicable Sequencing Consumables and servicing and supporting the NextSeqDx in the applicable Territory.	• 10 years from the later of (i) the date the Transaction closes or (ii) the date NovaSeqDx is listed with FDA in the U.S. pursuant to applicable law. • Continued Commercialization: After the expiration of the Term, Customer may continue commercializing IVD Test Kits that were launched before the expiration of the Term for so long as Illumina is still commercializing the applicable Sequencing Consumables and servicing and supporting the NovaSeqDx in the applicable Territory.
Financial Considerations	• Tech Access Fee: $25M, paid one-time only, upon execution of the Agreement. Customer would receive a credit for any Tech Access Fees previously paid to Illumina under a NextSeqDx or NovaSeqDx-only IVD Kit Agreement. • Development Milestone Payments: NextSeqDx $1M per IVD Test Kit; NovaSeqDx $5M per	• Tech Access Fee: $3M, paid one-time only, upon execution of the Agreement. • Development Milestone Payments: $1M per IVD Test Kit, 50% upon acceptance of the LRM Software Module and 50% upon first regulatory Approval of the IVD Test Kit. • Revenue Share: 6% of net sales (gross sales less customary	• Tech Access Fee: $15M, paid one-time only, upon execution of the Agreement. • Development Milestone Payments: $5M per IVD Test Kit, 50% upon acceptance of the LRM Software Module and 50% upon first regulatory Approval of the IVD Test Kit. • Revenue Share: 6% of net sales (gross sales less customary

Platform	All Platforms	NextSeq	NovaSeq
	IVD Test Kit; future platforms dependent on throughput. After 5 IVD Test Kits on one platform, milestones reduce by 50% for additional IVD Test Kits on that platform. 50% upon acceptance of the LRM Software Module and 50% upon first regulatory Approval of the IVD Test Kit. • Revenue Share: 6% of net sales (gross sales less customary deductions) of the IVD Test Kits, payable quarterly.	deductions) of the IVD Test Kits, payable quarterly.	deductions) of the IVD Test Kits, payable quarterly.
Governance for All Platforms Agreement	• A Joint Steering Committee ("**JSC**") composed of an equal number of representatives from each party would oversee the collaboration.	• N/A	• N/A

Additional End-User Technical Support for All Platforms Agreement	• The parties would enter into one or more IVD Support Schedule(s) that would specify:
	  • cross-training activities to facilitate customer support
	  • a customer triage mechanism, including turnaround time requirements and an Information Transfer Form to facilitate customer hand-offs
		• N/A	• N/A

Platform	All Platforms	NextSeq	NovaSeq
	• timing and mechanism for review of customer support cases and quality/safety metrics • escalation procedures and adverse event reporting mechanisms • mechanism for discussing potential cross-product replacement processes		
Additional Commercial Support for All Platforms Agreement	• Upon Customer's request, the parties would establish a joint commercialization committee (JCC) to discuss potential opportunities to collaborate commercially, including co-marketing and co-promotion opportunities, commercialization cross-training opportunities, lead generation joint campaigns, etc. • Illumina would provide marketing materials concerning the IVD Hardware and Sequencing Consumables for Customer's use in commercializing the IVD Test Kits. • Customer would have the right to reference the name and catalogue number of the IVD Hardware and Sequencing Consumables used in an IVD System in marketing materials for the IVD Test Kit and	• N/A	• N/A

Platform	All Platforms	NextSeq	NovaSeq

	to reference the Illumina-provided information concerning the Illumina sales organization or channel partner responsible for selling the IVD Hardware and Sequencing Consumables for a given country.
	• On a semi-annual basis Illumina would share the following information concerning Illumina's IVD Hardware install base to support Customer's commercialization of IVD Test Kits:
	  • Total IVD Hardware instrument placements by Illumina in the Territory by region and by country
	  • Total IVD Hardware instrument placements by Illumina, sorted by Illumina-designated customer segment (e.g., academic medical center labs, IDN/regional hospital labs, community hospital labs, etc.)
	  • Total number of Customer sites who have purchased IVD Hardware from Illumina by customer segment		

Platform	All Platforms	NextSeq	NovaSeq

	• The Agreement would contain a mechanism for agreeing upon Commercial Plans for support of IVD Test Kit commercialization, including:
	  • jurisdiction-specific commercialization planning, including connecting responsible Customer representatives and Illumina affiliates and channel partners who would operate in a particular jurisdiction
	  • assistance with enabling third-party laboratories to perform pre-launch verification studies to ensure commercial readiness of the IVD Test Kit
	  • mechanisms for providing assistance and documentation with respect to requests for public tender offers marketing materials Illumina would provide concerning the IVD Hardware and Sequencing Consumables for Customer's use in		

Platform	All Platforms	NextSeq	NovaSeq
	commercializing the IVD Test Kits		
Field	• Field: Oncology, including risk assessment, screening, diagnosis, staging, prognosis, monitoring, and treatment selection. • Exclusion: Whole genome sequencing ("**WGS**"), meaning an assay that sequences all or substantially all of the genome to a depth greater than 10x and reports information concerning nucleotide base calls or variants in nucleotide sequence, structure, or copy number; provided, however, that WGS does not include any such assay that reports only genome-wide signals such as (a) DNA fragmentation patterns or (b) nucleotide base modification such as methylations. • For clarity, the field would not include forensic testing, non-invasive prenatal testing, pre-implantation genetic screening of embryos or pre-implantation genetic diagnosis of embryos, or human leukocyte antigen testing in connection with transplantation.		
Exclusivity	• Non-exclusive		

IVD Systems and IVD Test Kits	• Each IVD system ("**IVD System**") would consist of, for the applicable agreement:
	  • the IVD Hardware/the NextSeqDx/the NovaSeqDx
	  • the associated core sequencing consumables used in the sequencing process ("**Sequencing Consumables**")
	  • an LRM software module (or software having similar functionality for use with NovaSeqDx or other future IVD Hardware) developed by Illumina to run the IVD Test Kit on the applicable IVD Hardware/the NextSeqDx/the NovaSeqDx (the "**LRM Software Module**")
	  • the IVD Test Kit
	• The IVD Test Kits would contain all reagents needed for the workflow (other than Sequencing Consumables) and Customer's analysis software.
	• Customer would supply the IVD Test Kits and LRM Software Modules to end-users.
	• Illumina would supply the Sequencing Consumables and IVD Hardware/NextSeqDx/NovaSeqDx to end-users.
	• Each party would be responsible for development (other than Illumina developing the LRM Software Modules for Customer), regulatory approval, quality control, and commercialization of their products.		

IVD Plans	• Each IVD Test Kit, and the parties' specific development obligations and timelines with respect to each IVD Test Kit, would be described in a development plan to be negotiated in good faith (each, an "**IVD Plan**").		

Platform	All Platforms	NextSeq	NovaSeq
	• Customer would propose potential IVD Plans. Illumina may not unreasonably reject any proposed IVD Plan. • It would be deemed reasonable for Illumina to reject any proposed IVD Plan that: (a) is reasonably likely to cause Illumina or its Affiliate not to comply with Law, or result in a breach of any agreement or other arrangement to which Illumina or its Affiliate is a party; (b) would result in an IVD Test Kit that is reasonably likely to be used in a manner that is contrary to ethical guidelines promulgated by established national and international ethical bodies; (c) is reasonably likely to require Illumina to engage in any development activities after expiration of the Development Term (in the case of the all-platforms Agreement) or the Term (in the case of the NextSeqDx or NovaSeqDx Agreement); (d) is not technologically feasible or would require IVD Hardware/NextSeqDx/NovaSeqDx or Sequencing Consumables to be used in a manner outside standard, published, specifications or Illumina's standard terms and conditions of sale; (e) is reasonably likely to result in an IVD Test Kit that violates or infringes upon the IP of a third party; or (f) requires Illumina to perform activities not specified in this Exhibit B or the Agreement.		
Customer Responsibilities	**<u>Development</u>** • Develop and obtain regulatory approval for the IVD Test Kits (including all related testing, studies, and regulatory submissions). IVD Hardware/NextSeqDx/NovaSeqDx instruments and Sequencing Consumables required for development would be purchased from Illumina under the terms and conditions specified in the Supply Agreement. Customer may enter into the Supply Agreement provided in Exhibit A to the Open Offer during the Open Offer Period. • Validate and obtain regulatory approval for the LRM Software Modules (including all related testing, studies, and regulatory submissions, other than the LRM Software Module verification done by Illumina). **<u>Commercialization</u>** • Manufacture and sell the IVD Test Kits and distribute the LRM Software Modules to end-users. • Maintain reasonable quality systems, consistent with industry standards and applicable legal requirements. • Provide reasonable product support and technical support, consistent with industry standards, for the IVD Test Kits and LRM Software Modules. • Refer to Illumina all support inquiries which Customer has reasonably determined to be caused by the IVD Hardware or Sequencing Consumables.		
Illumina Responsibilities	**<u>Development</u>**	**<u>Development</u>**	**<u>Development</u>**

Platform	All Platforms	NextSeq	NovaSeq
	• Develop and verify the LRM Software Modules for the IVD Test Kits. • Supply Customer the IVD Hardware and Sequencing Consumables needed for development and testing of the IVD Test Kits. • Provide reasonable consultation in connection with Customer seeking, obtaining, and maintaining regulatory approvals for each IVD Test Kit and LRM Software Module. • Provide reasonable consultation with respect to performance optimization of IVD Test Kits with the IVD Hardware and Sequencing Consumables (which consultation would not involve technical development or testing). • Once per calendar year during the Development Term, the Illumina JSC members would provide the Partner JSC members with a general, high-level, presentation concerning Illumina's in vitro diagnostic sequencing instrument pipeline, including a general description of instruments for which Illumina intends to seek	• Develop and verify the LRM Software Modules for the IVD Test Kits. • Supply Customer the NextSeqDx and Sequencing Consumables needed for development and testing of the IVD Test Kits. • Provide reasonable consultation in connection with Customer seeking, obtaining, and maintaining regulatory approvals for each IVD Test Kit and LRM Software Module. • Provide reasonable consultation with respect to performance optimization of IVD Test Kits with the NextSeqDx and Sequencing Consumables (which consultation would not involve technical development or testing). • Illumina would not be required to obtain any regulatory approvals for the NextSeqDx or Sequencing Consumables or to otherwise expand or modify any regulatory approval for Sequencing Consumables or IVD Hardware (including any expanded sample type claim or additional regulatory approval in any jurisdiction(s)). **Commercialization**	• Develop and verify the LRM Software Modules for the IVD Test Kits. • Supply Customer the NovaSeqDx and Sequencing Consumables needed for development and testing of the IVD Test Kits. • Provide reasonable consultation in connection with Customer seeking, obtaining, and maintaining regulatory approvals for each IVD Test Kit and LRM Software Module. • Provide reasonable consultation with respect to performance optimization of IVD Test Kits with the NovaSeqDx and Sequencing Consumables (which consultation would not involve technical development or testing). • Illumina would not be required to obtain any regulatory approvals for the NovaSeqDx or Sequencing Consumables or to otherwise expand or modify any regulatory approval for Sequencing Consumables or IVD Hardware (including any expanded sample type claim or additional regulatory approval in any jurisdiction(s)). **Commercialization**

Platform	All Platforms	NextSeq	NovaSeq
	Regulatory Approval during the following calendar year. • Illumina would not be required to obtain any regulatory approvals for the IVD Hardware or Sequencing Consumables or to otherwise expand or modify any regulatory approval for Sequencing Consumables or IVD Hardware (including any expanded sample type claim or additional regulatory approval in any jurisdiction(s)). **Commercialization** • Sell the IVD Hardware and Sequencing Consumables to end-users throughout the Change Period and use commercially reasonable efforts to sell Sequencing Consumables for an additional 5 years after the Change Period. • Provide product support and technical support to end-users for the IVD Hardware and Sequencing Consumables. • Refer to Customer all support inquiries which Illumina has reasonably determined to be caused by an IVD Test Kit or LRM Software Module.	• Sell the NextSeqDx and Sequencing Consumables to end-users throughout the Change Period and use commercially reasonable efforts to sell Sequencing Consumables for an additional 5 years after the Change Period. • Provide product support and technical support to end-users for the NextSeqDx and Sequencing Consumables. • Refer to Customer all support inquiries which Illumina has reasonably determined to be caused by an IVD Test Kit or LRM Software Module. • Provide second-tier product and technical support for the LRM Software Modules to Customer. • Provide Customer with the right to engage in quality audits to the extent required by applicable law and regulatory requirements. • Use commercially reasonable efforts to maintain existing regulatory approvals for the NextSeqDx and related Sequencing Consumables throughout the Change Period and for five years thereafter.	• Sell the NovaSeqDx and Sequencing Consumables to end-users throughout the Change Period and use commercially reasonable efforts to sell Sequencing Consumables for an additional 5 years after the Change Period. • Provide product support and technical support to end-users for the NovaSeqDx and Sequencing Consumables. • Refer to Customer all support inquiries which Illumina has reasonably determined to be caused by an IVD Test Kit or LRM Software Module. • Provide second-tier product and technical support for the LRM Software Modules to Customer. • Provide Customer with the right to engage in quality audits to the extent required by applicable law and regulatory requirements. • Use commercially reasonable efforts to maintain regulatory approvals (once obtained) for the NovaSeqDx and related Sequencing Consumables throughout the Change Period and for five years thereafter.

Platform	All Platforms	NextSeq	NovaSeq
	• Provide second-tier product and technical support for the LRM Software Modules to Customer. • Provide Customer with the right to engage in quality audits to the extent required by applicable law and regulatory requirements. • Use commercially reasonable efforts to maintain existing and new regulatory approvals (once obtained) for the IVD Hardware and related Sequencing Consumables throughout the Change Period and for five years thereafter. • During the Change Period for each IVD Hardware, Illumina would (a) provide at least 6 months' notice for major, planned changes to the platform (IVD Hardware, Sequencing Consumables, or LRM Software Modules) and (b) notify Customer as soon as reasonably practicable of any major, unplanned changes to IVD Hardware, Sequencing Consumables, or LRM Software Modules. A major change is a change that Illumina reasonably expects to require Customer to make a filing or submission to any regulatory authority in connection	During the Change Period, Illumina would (a) provide at least 6 months' notice for major, planned changes to the platform (NextSeqDx, Sequencing Consumables, or LRM Software Modules) and (b) notify Customer as soon as reasonably practicable of any major, unplanned changes to the NextSeqDx, Sequencing Consumables, or LRM Software Modules. A major change is a change that Illumina reasonably expects to require Customer to make a filing or submission to any regulatory authority in connection with obtaining or maintaining regulatory approval for an IVD Test Kit.	During the Change Period, Illumina would (a) provide at least 6 months' notice for major, planned changes to the platform (NovaSeqDx, Sequencing Consumables, or LRM Software Modules) and (b) notify Customer as soon as reasonably practicable of any major, unplanned changes to the NovaSeqDx, Sequencing Consumables, or LRM Software Modules. A major change is a change that Illumina reasonably expects to require Customer to make a filing or submission to any regulatory authority in connection with obtaining or maintaining regulatory approval for an IVD Test Kit.

Platform	All Platforms	NextSeq	NovaSeq
	with obtaining or maintaining regulatory approval for an IVD Test Kit. • Following a notice under (a) or (b) above, upon Customer's reasonable request, Illumina would discuss with Customer the steps necessary to transition to modified or successor instruments, core consumables, or LRM software modules, if any, and Illumina would use commercially reasonable efforts to assist Customer with such transition.		
Change Period	• The "**Change Period**" for the NextSeqDx and its related Sequencing Consumables and LRM Software Modules would end no earlier than ten years from the date the Transaction closes. • For the NovaSeqDx and any other future IVD Hardware and their related Sequencing Consumables and LRM Software Modules, the Change Period would end no earlier than ten years from the date the Transaction closes. Illumina would ensure that all customers with IVD development agreements have the same Change Period for the applicable IVD Hardware, including any extensions to the Change Period Illumina may make from time to time.		
Rights Grants	• Illumina would grant Customer, by exhaustion, the right under Illumina core sequencing IP (but not any application-specific IP) to use the IVD Hardware and Sequencing Consumables purchased from Illumina under the Agreement to develop the IVD Test Kits. • Illumina would grant Customer a right to refer to the device listing for the IVD Hardware and Sequencing Consumables in support of seeking Regulatory Approval for the IVD Test Kits and to incorporate the information contained in the device listings into the submissions for the IVD Test Kits and LRM Software Modules by reference. • Illumina would grant a non-exclusive license to enable Customer to distribute the LRM Software Modules in executable object code to end-users. Customer would not receive access to the source code.		

Platform	All Platforms	NextSeq	NovaSeq
Sublicensing and Assignment	• All rights and licenses granted to Customer would be personal, non-sublicensable, and non-transferable. The IVD Test Kits could be commercialized only under a Customer-owned brand and not as a private label or "white label" for any person other than Customer or under any original equipment manufacturer (OEM) arrangement. Customer would not have the right to assign or transfer the Agreement or any rights or obligations under the Agreement without the prior written consent of Illumina (which restriction would not apply to acquisitions of Customer where the Customer entity that is party to the Agreement does not change).		
Change of Control	• If Customer undergoes a Change of Control, Customer would notify Illumina within 5 business days. • Under any Change of Control, Customer would pay Illumina a $2M change of control fee.		
Press Release	• Any press release announcing the Agreement would be reviewed and approved by both parties.		
GRAIL Firewall	• Illumina shall establish a firewall designed to prevent any GRAIL personnel (and any Illumina personnel carrying out activities with respect to the GRAIL business or products) from accessing any Confidential Information obtained by or made available to Illumina relating to Customer or its business or products, whether pursuant to this Supply Agreement or otherwise.		
Arbitration	• If any dispute arises from or relates to an Agreement as to the terms set forth above, other than claims involving infringement, validity, or enforceability of intellectual property rights (whether Illumina's or Customer's), or about the scope of intellectual property rights in an Agreement, the Parties shall submit the dispute to confidential binding arbitration.		
Additional Provisions	• This document contains a high-level summary of certain terms of the Agreement. Additional standard provisions, such as confidentiality, compliance requirements, representations and warranties, indemnification, termination rights, revenue share reporting and audit rights, limitations on liability, force majeure, etc. would be included in the Agreement.		
Choice of Law	• This IVD Test Kit Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.		

Exhibit C

IVD TEST KIT AGREEMENT – ALL PLATFORMS

This IVD Test Kit Agreement (this "**Agreement**") is effective as of the Effective Date and is made by and between Illumina, Inc. ("**Illumina**") and _____ ("**Developer**"). Illumina and Developer may be referred to each individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Developer desires to Develop and Commercialize a portfolio of in vitro diagnostic test kits for use on Illumina sequencing instruments. These test kits will: (a) include target enrichment and library preparation components and off-instrument software Developed by Developer; and (b) use nucleic acid core sequencing consumables and on-instrument software provided by Illumina; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following capitalized terms will have the following meanings:

1.1 "**Acceptance Period**" is defined in Section 2.4(a).

1.2 "**Advisors**" means, with respect to a Party, its and its Affiliates' attorneys, accountants, financial advisors, and other similar professional advisors.

1.3 "**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such first Person for so long as such other Person controls, is controlled by, or is under common control with such first Person. For purposes of this definition "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management of a Person, whether through ownership interests, by contract, or otherwise. Without limiting the generality of the foregoing, a Person will be deemed to control any other Person in which it owns, directly or indirectly, more than 50% of the outstanding shares, stock, securities or other ownership interests of such Person.

1.4 "**Business Day**" means all days other than Saturdays, Sundays, or a national holiday recognized in the United States.

1.5 "**Change in Control**" means the occurrence of any of the following:

(a) the sale, transfer, assignment, or other disposition of securities of Developer (or any Affiliate of Developer that controls Developer) representing a majority of the voting power of Developer's outstanding voting securities (or a majority of the voting power of the outstanding voting securities of any Affiliate of Developer that controls Developer) in any one transaction or a series of related transactions;

(b) any transaction or series of related transactions in which the holders of the outstanding securities of Developer (or any Affiliate of Developer that controls Developer) immediately before such transaction(s), do not, immediately after such transaction(s), retain control of Developer (or any Affiliate of Developer that controls Developer);

(c) any direct or indirect acquisition of Developer or any Affiliate of Developer that controls Developer by means of merger, consolidation, exchange or contribution of equity, or other form of reorganization in one transaction or a series of related transactions with or into another entity;

(d) the liquidation or dissolution of Developer or any Affiliate of Developer that controls Developer; or

(e) any direct or indirect sale, transfer, or other disposition of all or substantially all of the assets of Developer to which this Agreement relates.

1.6 "**Change Period**" means: (a) for the NextSeq550Dx IVD Hardware and related Sequencing Consumables and LRM Software Modules, the period of time beginning on the Effective Date and ending on the date ten years after the GRAIL Closing Date; and (b) for each future IVD Hardware and related Sequencing Consumables and LRM Software Modules, the period of time beginning on the date the IVD Hardware receives Regulatory Approval in the United States and ending on the date ten years after the GRAIL Closing Date. Illumina will ensure that all parties who have entered into agreements with Illumina to develop distributable in vitro diagnostic test kits for use with IVD Hardware have the same Change Period for each applicable IVD Hardware, including any extensions to the Change Periods Illumina may make from time to time.

1.7 "**Claims**" is defined in Section 10.1.

1.8 "**Commercialization**" (and its corollaries) means those activities directed to the selling, marketing, and promotion of a product, including manufacturing, marketing, promoting, transporting, distributing, selling, and supporting of such product.

1.9 "**Control**" or "**Controlled**" means, with respect to any IP, possession of the right, whether directly or indirectly, and whether by ownership, license, or otherwise, to grant access, a license or sublicense, or other right to or under such IP as provided for herein, without obtaining the consent of any Third Party, violating the terms of any written agreement with any Third Party, or incurring any financial or other material obligation to any Third Party. Notwithstanding the foregoing, if a Party is acquired by a Third Party, whether by merger, acquisition, sale of assets, or otherwise, in no event will any IP rights of such Third Party or its Affiliates be deemed Controlled by the acquired Party or otherwise be deemed part of the acquired Party's Background IP.

1.10 "**Converter Software**" means BCL to FASTQ conversion software or any future similar software generally made commercially available by Illumina that converts IVD Hardware data output to a different format for subsequent analysis.

1.11 "**Confidential Information**" means all information and know-how and any tangible embodiments thereof provided by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Affiliates in the course of performing under this Agreement, whether disclosed in writing, verbally, or otherwise, that is identified or marked as "Confidential" (or with similar language) or should reasonably be ascertained to be confidential, either because of the circumstances of disclosure or the nature of the information itself. Confidential Information may include data, knowledge, practices, processes, ideas, research plans, formulations, manufacturing techniques, marketing and business plans, financial information, personnel information, and other information relating to the Disclosing Party or its Affiliates or to its or its Affiliates' present or future products, sales, suppliers, customers, employees, or business; provided however that Confidential Information specifically excludes any information that:

(a) at the time of disclosure is generally available to the public;

(b) after disclosure becomes generally available to the public by publication or otherwise through no fault of the Receiving Party or its Representatives or Advisors;

(c) the Receiving Party can demonstrate was in its possession or in the possession of its Representatives before disclosure by the Disclosing Party and which was not acquired, directly or indirectly, from the Disclosing Party or its Representatives, and which is held by the Receiving Party free of any obligation of confidence to any Third Party;

(d) the Receiving Party can demonstrate was received by it after the time of disclosure by the Disclosing Party from a Third Party who had a lawful right to disclose it to the Receiving Party and who did not require the Receiving Party to hold it in confidence; or

(e) the Receiving Party can demonstrate was generated by or for the Receiving Party or its Representatives without any use of or reference to the Disclosing Party's Confidential Information or violation of this Agreement, as evidenced by contemporaneous written records;

in each case, even if such information is specifically designated as Confidential Information in this Agreement.

1.12 "**Customer**" means an end-user purchaser of an IVD Test Kit.

1.13 "**Developer Analysis Software**" means off-instrument analysis, interpretation, and reporting software Developed and Commercialized by Developer or its Affiliates that will accept standard sequencing output files generated by the IVD Hardware (as converted by Converter Software if specified in the IVD Plan).

1.14 **"Developer Indemnitees**" is defined in Section 10.2.

1.15 "**Development**" (and its corollaries) means those activities directed to the development of a product, including research, development, verification, qualification, and validation. With respect to

an IVD Test Kit, "Development" also includes all activities relating to seeking, obtaining, and maintaining Regulatory Approval.

1.16 "**Development Term**" means the period of time beginning on the Effective Date and ending ten years thereafter (unless this Agreement is earlier terminated pursuant to Section 12.2).

1.17 "**Disclosing Party**" means a Party who discloses (or whose Representative or Advisor discloses) its Confidential Information to the other Party.

1.18 "**Dispute**" is defined in Section 14.1.

1.19 "**Distributor**" means a Third Party authorized by Developer to purchase IVD Test Kits from Developer or its Affiliate and re-sell those IVD Test Kits to Customers.

1.20 "**Effective Date**" means (a) the GRAIL Closing Date if this Agreement is signed before the GRAIL Closing Date, or (b) the date of last signature below if this Agreement is signed after the GRAIL Closing Date. This Agreement will not be effective unless and until the GRAIL Transaction closes, regardless of the date of signing.

1.21 "**EMA**" means the European Medicines Agency, or any successor thereto.

1.22 **"FDA"** means the United States Food and Drug Administration, or any successor thereto.

1.23 "**Field**" means genetic testing of human samples in the field of oncology, including risk assessment, predisposition, screening, diagnosis, staging, prognosis, prediction, monitoring, and treatment selection; provided, however, that the Field does not include: (a) WGS Assays; (b) forensic testing; (c) non-invasive prenatal testing; (d) pre-implantation genetic screening of embryos or pre-implantation genetic diagnosis of embryos; or (e) human leukocyte antigen testing in connection with transplantation. As used above, "forensic testing" specifically includes without limitation all testing for (i) legal evidence analysis, (ii) mass disaster, missing persons and unidentified human remains identifications, (iii) parentage determination, (iv) kinship analysis (including for twins), (v) forensic phenotyping, (vi) generation of leads in an investigation, including intelligence and data collection regarding suspected possession, transfer and use of bioweapons in response to a specific bioterror threat or tip, (vii) body fluid, tissue identification, and epigenetic analyses for crime context information, and (viii) investigation of criminal acts using microbes, human metagenomics signatures at crime scenes, including acts of bioterror and biowarfare, traces of human movement via nonhuman DNA, estimation of postmortem interval (PMI, necrobiome), molecular autopsy, or sudden death investigation. As used above, "non-invasive prenatal testing" specifically includes without limitation all testing of nucleic acids of fetal or placental origin present in maternal tissue (including maternal blood and blood components).

1.24 "**Force Majeure**" means any cause beyond such Party's reasonable control and without its fault or negligence, which for example may include fire, flood, tornado, earthquake, hurricane, lightning, pandemic, actual or threatened acts of war, terrorism, civil disturbance or insurrection,

sabotage, embargo, acts of government (including injunctions), labor shortages or disputes, material or equipment shortages, transportation difficulties, and interruption or failure of any utility service or equipment.

1.25 "**GAAP**" means generally accepted accounting principles in the United States at the time in question.

1.26 "**GRAIL Closing Date**" means the closing date of Illumina's proposed acquisition of GRAIL, Inc. pursuant to the Agreement and Plan of Merger, dated September 20, 2020 (as amended on February 4, 2021 by the Amendment to the Agreement and Plan of Merger), among Illumina, Grail, SDG Ops, Inc., a Delaware corporation and direct, wholly owned subsidiary of Illumina, and SDG Ops, LLC, a Delaware limited liability company and direct, wholly owned subsidiary of Illumina (the "**GRAIL Transaction**").

1.27 "**Illumina Core IP**" means the IP Controlled by Illumina as of the date the IVD Hardware or Sequencing Consumable ships to Developer, that pertains to or covers aspects or features of the IVD Hardware or Sequencing Consumable (or use thereof) that are common to the IVD Hardware or Sequencing Consumable in all applications and all fields of use, but does not include IP that pertains to or covers aspects or features of the IVD Hardware or Sequencing Consumable (or use thereof) only with regard to specific field(s) or specific application(s).

1.28 **"Illumina Indemnitees**" is defined in Section 10.1.

1.29 "**IP**" means all rights in patent, copyrights (including rights in computer software), trade secrets, know-how, trademark, service mark and trade dress rights and other industrial or intellectual property rights under the laws of any jurisdiction, whether registered or not and including all applications therefor and registrations thereto.

1.30 "**IVD Hardware**" means, for each IVD Test Kit, the Illumina diagnostic sequencing instrument specified in the applicable IVD Plan for such IVD Test Kit, which instrument may be either the NextSeq 550Dx or a future Illumina diagnostic sequencing instrument including the expected NovaSeqDx.

1.31 "**IVD Plan**" means, with respect to each IVD Test Kit, the written plan agreed upon by the Parties describing the activities to be undertaken by the Parties to enable Developer to Develop such IVD Test Kit in accordance with this Agreement. Each IVD Plan will include at least: (a) the composition and configuration of the subject IVD Test Kit and the Sequencing Consumables and IVD Hardware to be used in the subject IVD System; (b) the planned activities and timelines for the Development of the IVD Test Kit and IVD System (including the LRM Software Module) to the extent involving or impacting Illumina; (c) the intended use statement for the IVD Test Kit; and (d) any Illumina consulting activities or obligations. Each IVD Test Kit will be described in an IVD Plan. Each reference to "the IVD Plan" in this Agreement refers to the applicable IVD Plan relating to the subject IVD Test Kit.

1.32 "**IVD System**" means a complete in vitro diagnostic system consisting of: (a) IVD Hardware; (b) Sequencing Consumables; (c) the LRM Software Module; (d) an IVD Test Kit; and (e) any Other IVD System Components as may be specified in the applicable IVD Plan. Each IVD System will be described in more detail in the applicable IVD Plan.

1.33 "**IVD Test Kit**" means a kitted nucleic acid sequencing assay Developed by Developer as the legal manufacturer under this Agreement for (and receiving Regulatory Approval for) *in vitro* diagnostic use with IVD Hardware, Sequencing Consumables, and an LRM Software Module in an IVD System in the Territory in the Field, consisting generally of assay-specific target enrichment and library preparation components (including panel specific primers), assay-specific run controls, and Developer Analysis Software. Each IVD Test Kit will be described in the applicable IVD Plan. As context requires, "IVD Test Kits" or "an IVD Test Kit" refers to specific unit(s) of an IVD Test Kit. For clarity, (a) each IVD Test Kit is specific to a particular IVD Hardware (and related Sequencing Consumables) and a particular LRM Software Module; if an assay is for use with more than one IVD Hardware (and related Sequencing Consumables) or LRM Software Module, each such version is a unique IVD Test Kit; and (b) if multiple versions of an assay are or would be the subject of separate PMAs or 510(k)s under U.S. law (regardless of the jurisdiction(s) where Regulatory Approvals are actually sought), then each such version is a unique IVD Test Kit; and (c) subject to (a), if two assays are or would be the subject of the same PMA or 510(k), such that the second assay only requires or would require a supplemental filing with the FDA (regardless of the jurisdiction(s) where Regulatory Approvals are actually sought), the two assays will be deemed to be part of the same IVD Test Kit. If any modification to the LRM Software Module is required, Developer will pay Illumina on a time-and-materials basis for any necessary revisions to such LRM Software Module.

1.34 "**JSC**" is defined in Section 7.1.

1.35 "**Law**" means: (a) all statutes, regulations, ordinances, and directives and applicable policies, rules, or orders made or given by a governmental authority or Regulatory Authority that, in each case, are binding on a Party as a matter of law; (b) common law and the law of equity as applicable to a Party; (c) court orders, judgments, or decrees that are binding upon a Party; and (d) industry codes of practice, policies, or standards in each case to the extent enforceable against a Party by a governmental authority or Regulatory Authority as law.

1.36 "**Losses**" is defined in Section 10.1.

1.37 "**LRM Software Module**" means a test execution software module that enables an IVD Test Kit to be executed on the IVD Hardware, together with Converter Software if necessary and specified in the IVD Plan, whether or not the Converter Software is part of the LRM Software Module or separate. For the NextSeq 550Dx the LRM Software Module is an on-IVD Hardware local run manager software module, but the Parties acknowledge that future IVD Hardware may use different software to accomplish similar functionality, which software will constitute the LRM Software Module for that future IVD Hardware.

1.38 "**MHRA**" means the Medicines and Healthcare Products Regulatory Agency, or any successor thereto.

1.39 "**Milestone Payments**" is defined in Section 5.1.

1.40 "**Net Sales**" means, with respect to an IVD Test Kit, the gross amount charged (in any manner) by or on behalf of Developer or its Affiliates for the arm's length sale, transfer, or other disposition of an IVD Test Kit to a Customer or Distributor (as further specified below) less the following items to the extent reasonable and actually paid, taken, or incurred with respect to such sale, transfer, or other disposition, all in accordance with standard allocation procedures, allowance methodologies, and accounting methods consistently applied, in accordance with GAAP (except as otherwise provided below):

(a) credits or allowances for returns, rejections, recalls, or billing corrections;

(b) separately itemized freight, postage, shipping, handling, and insurance, and other transportation and importation costs;

(c) separately itemized sales, use, value added, medical device excise, and other similar taxes (excluding income taxes), tariffs, customs duties, surcharges and other governmental charges levied on the production, sale, transportation, delivery or use of the IVD Test Kit in the Territory that are incurred at time of sale or are directly related to the sale and are actually paid; and

(d) any quantity, cash, or other trade discounts, rebates, refunds, or charge backs.

No deductions may be made for sales commissions (or similar payments) or collection costs.

Developer's sale, transfer, or other disposition of an IVD Test Kit to an Affiliate, or the sale, transfer, or other disposition between Affiliates, will not be included in Net Sales unless such sale, transfer, or other disposition is to an Affiliate end-user for the performance of a Subject Test (in which case Net Sales for such Subject Test will be determined as follows). If Developer or its Affiliate uses an IVD Test Kit to perform a Subject Test, such use will be deemed a sale of the IVD Test Kit and Net Sales from such sale will equal the average Net Sales from the arm's length sale of the IVD Test Kit used in the performance of such Subject Test in the country from which the tested sample originated during the same Reporting Period, or if there is no such average value, the average Net Sales from the arm's length sale of the IVD Test Kit in similar markets (or if there are no similar markets, in all markets) during the same Reporting Period. For the avoidance of doubt, the gross amount charged by Affiliates to Customers or Distributors for sale, transfer, or other disposition of an IVD Test Kit is included in Net Sales.

If Developer or its Affiliate directly or indirectly charges any amount to a Distributor or Customer for access to an LRM Software Module of any kind (in excess of what is charged for the IVD Test Kit and already included in Net Sales), such amount will be included in the Net Sales for the related IVD Test Kit.

In the event that any IVD Test Kit is sold, transferred, or otherwise disposed of in combination with one or more products which are themselves not an IVD Test Kit (or component thereof) ("**Other Products**"), for a single price (a "**Combination Product**"), the Net Sales for such IVD Test Kit will be calculated by multiplying the sales price of such Combination Product by the fraction A/(A+B) where A is the standard published list price of the IVD Test Kit and B is the standard published list price of the Other Products, in each case in the country where the Combination Product was sold, transferred, or otherwise disposed of. If a standard published list price for either the IVD Test Kit or the Other Products is not available, Developer will notify Illumina at least 60 days before the launch of the IVD Test Kit in the applicable country and the Parties will in good faith negotiate an appropriate and reasonable fair market value to represent list price.

If an IVD Test Kit is sold, transferred, or otherwise disposed of in a manner that is not an arm's-length transaction (including without limitation, transactions with related parties, transactions made under duress or threat of litigation, transactions made for no consideration, and transactions made pursuant to a collaboration, joint venture, or similar relationship), or for non-monetary consideration, then Net Sales for such transaction will equal the average Net Sales from the arm's length sale of such IVD Test Kit in the same country during the same Reporting Period.

If, in any case, (x) there is not sufficient information available to reasonably determine Net Sales, (y) Developer employs a method or structure for Commercializing the IVD Test Kits that does not reasonably fit the above calculations or does not result in a reasonable Net Sales calculation, or (z) the nature of the applicable technology or market significantly changes such that the above calculations do not result in a reasonable Net Sales calculation, Illumina and Developer will negotiate in good faith an appropriate and reasonable Net Sales value.

1.41 "**NMPA**" means the National Medical Products Administration, or any successor thereto.

1.42 "**Other IP**" is defined in Section 6.6(a).

1.43 "**Other IVD System Components**" means instruments, reagents, and other components other than an IVD Test Kit, IVD Hardware, Sequencing Consumables, and LRM Software Module, that are specified in the IVD Plan to be Developed and Commercialized by Developer as part of the IVD System.

1.44 "**Person**" means an individual or firm, trust, corporation, partnership, joint venture (whether entity-based or by contract), limited liability company, association, unincorporated organization, or other legal or governmental entity.

1.45 "**PMDA**" means the Japan Pharmaceuticals and Medical Devices Agency, or any successor thereto.

1.46 "**Receiving Party**" means a Party who receives Confidential Information from the other Party or its Representatives or Advisors.

1.47 "**Regulatory Approval**" means all approvals, licenses, consents, authorizations, clearances and CE-IVD marking (including self-certification when applicable) from applicable Regulatory Authorities required to Commercialize the IVD Test Kit (together with the LRM Software Module), IVD System, Sequencing Consumables, or IVD Hardware (as the context requires) in a given jurisdiction.

1.48 "**Regulatory Authority**" means any national, supranational, regional, state or local regulatory agency, administration, department, bureau, commission, council or other governmental entity including the FDA, the EMA, the PMDA, the NMPA, the MHRA and any notified body or other equivalent entity, involved in the granting or receipt of Regulatory Approvals.

1.49 "**Reporting Period**" is defined in Section 5.3.

1.50 "**Representatives**" means, with respect to a Party, its Affiliates, and such Party's and its Affiliates' respective directors, officers, employees, contractors, consultants, Subcontractors and agents.

1.51 "**Revenue Share**" is defined in Section 5.2.

1.52 "**Sequencing Consumables**" means the Illumina diagnostic core sequencing consumables specified in the applicable IVD Plan for each IVD Test Kit.

1.53 "**Subcontractor**" means a Third Party (including a Distributor) to which Developer has subcontracted any of its Development or Commercialization obligations under this Agreement in accordance with, and to the extent permitted under, the terms and conditions of this Agreement.

1.54 "**Subject Test**" means a genetic test performed by or on behalf of Developer or its Affiliate using an IVD Test Kit to test samples in exchange for payment.

1.55 "**Supply Agreement**" means the Supply Agreement entered into by the Parties on _____.

1.56 "**Term**" is defined in Section 12.1.

1.57 "**Territory**" means, for each IVD Test Kit, the jurisdiction(s) specified in the IVD Plan in which Developer will seek Regulatory Approval and Commercialize the IVD Test Kit, which jurisdiction(s) may include any jurisdiction(s) worldwide where the applicable IVD Hardware has the appropriate Regulatory Approval.

1.58 "**Third Party**" means any party other than: (a) Developer or any of its Affiliates; or (b) Illumina or any of its Affiliates.

1.59 "**Third Party IP**" means any IP owned or controlled by a Third Party.

1.60 "**Withholding**" is defined in Section 5.6.

1.61 "**WGS Assay**" means an assay that sequences all or substantially all of the genome to a depth greater than 10x and reports information concerning nucleotide base calls or variants in nucleotide sequence, structure, or copy number; provided, however, that WGS Assay does not include any such assay that reports only genome-wide signals such as (a) DNA fragmentation patterns or (b) nucleotide base modification such as methylations.

2. DEVELOPMENT OF IVD TEST KITS

2.1 Development of the IVD Test Kits.

(a) From time to time throughout the Development Term, Developer will submit to Illumina written proposals for IVD Plans concerning IVD Test Kits to be Developed under this Agreement for Illumina's review and approval. There is no limit to the number of IVD Test Kits that Developer may Develop under this Agreement. The Parties will in good faith negotiate commercially reasonable terms (e.g. with respect to timelines, territory, regulatory activities, etc.) for each proposed IVD Plan. Illumina may not unreasonably reject any proposed IVD Plan.

(i) Without limiting Illumina's right to reasonably reject any proposed IVD Plan, Illumina may reject, in its discretion, any proposed IVD Plan that: (A) is reasonably likely to cause Illumina or its Affiliate not to comply with Law, or result in a breach of any agreement or other arrangement to which Illumina or its Affiliate is a party, (B) would result in an IVD Test Kit that is reasonably likely to be used in a manner that is contrary to ethical guidelines promulgated by established national and international ethical bodies; (C) is reasonably likely to require Illumina to engage in any Development activities after expiration of the Development Term; (D) is not technologically feasible or would require IVD Hardware or Sequencing Consumables to be used in a manner outside standard, published, specifications or Illumina's standard terms and conditions of sale; (E) is reasonably likely to result in an IVD Test Kit that violates or infringes upon the IP of a Third Party; or (F) requires Illumina to perform activities not contemplated by this Agreement (specifically including any matter set forth in Section 2.3(e) or (f)).

(ii) Upon agreement on the terms of such IVD Plan and execution by the Parties in an amendment to this Agreement pursuant to Section 14.8, each IVD Plan will be incorporated into this Agreement in Exhibit A. An IVD Plan may only be amended by written agreement pursuant to Section 14.8. In the event of any conflict between an IVD Plan and this Agreement, this Agreement will govern and control unless the IVD Plan expressly provides to the contrary.

(b) Developer will use commercially reasonable efforts to Develop, at its sole cost and expense, each IVD Test Kit in accordance with the IVD Plan and will provide to Illumina written reports reasonably summarizing its Development efforts as reasonably requested by Illumina from time to time.

(c) Developer will purchase from Illumina the IVD Hardware and Sequencing Consumables necessary for performance of each IVD Plan pursuant to Section 2.2 below.

(d) Illumina will develop and verify the LRM Software Module for each IVD Test Kit pursuant to the IVD Plan and Section 2.4 below.

(e) Illumina will, subject to Section 2.3, use commercially reasonable efforts to maintain existing Regulatory Approvals, and new Regulatory Approvals once obtained, for each IVD Hardware and related Sequencing Consumables in the Territory, during the applicable Change Period and for five years thereafter, in accordance with the IVD Plan and this Agreement.

(f) Developer will use commercially reasonable efforts to seek, obtain, and maintain Regulatory Approvals for each IVD Test Kit and the corresponding LRM Software Module in the Field in the Territory, in accordance with the IVD Plan and this Agreement.

(g) Illumina will, subject to Section 2.3, provide reasonable consultation with respect to Developer seeking, obtaining, and maintaining Regulatory Approvals for each IVD Test Kit and LRM Software Module in the Field in the Territory during the Development Term, as requested by Developer.

(h) Illumina will provide reasonable consultation with respect to performance optimization of IVD Test Kits, which consultation will not involve technical Development or testing.

(i) Illumina's Development obligations under this Agreement will be limited to the obligations expressly specified in Sections 2.1(a)-(h) above. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires, or may be construed to require, Illumina or its Affiliates to (A) modify IVD Hardware or Sequencing Consumables or develop new IVD Hardware or Sequencing Consumables; or (B) engage in any technical development or studies with respect to an IVD Test Kit or IVD System, except to the extent necessary to Develop the LRM Software Module as described in Section 2.4.

(j) For clarity, Developer will be solely responsible, at Developer's sole cost and expense, for: (i) Developing each IVD Test Kit; (ii) testing and validating each IVD Test Kit and related LRM Software Module (including analytical or pre-clinical studies, validation studies, stability studies, and clinical studies) in connection with the IVD System; and (iii) preparing and submitting regulatory filings and obtaining Regulatory Approvals for the IVD Test Kit and related LRM Software Module.

2.2 Supply and Purchase of IVD Hardware and Sequencing Consumables. Developer will purchase the IVD Hardware and Sequencing Consumables required to perform each IVD Plan from Illumina. All IVD Hardware and Sequencing Consumables purchased by Developer for Development of IVD Test Kits under this Agreement will be purchased under the Supply Agreement.

2.3 Regulatory Matters.

(a) The list of current Regulatory Approvals for Illumina's NextSeq 550Dx sequencing instrument as of the Effective Date is attached as Exhibit C. From time to time upon Developer's

request, Illumina will provide Developer with an updated list of all Regulatory Approvals obtained for the NextSeq 550Dx and future Illumina diagnostic sequencing instruments. For clarity, Illumina makes no representation, warranty, or guarantee that NovaSeqDx or any future diagnostic sequencing instrument will receive Regulatory Approval in any jurisdiction.

(b) Developer will own and retain all right, title, and interest in and to all Regulatory Approvals for, and all regulatory documentation covering, the IVD System, other than the IVD Hardware and Sequencing Consumables. Developer will be responsible for all interactions with Regulatory Authorities and will (at its sole cost and expense) prepare all regulatory documentation and submit all regulatory filings to the respective Regulatory Authorities in the Territory with regard to the IVD System other than IVD Hardware and Sequencing Consumables in accordance with the IVD Plan.

(c) Developer will keep Illumina informed of any material regulatory filings and other material regulatory activities related to the IVD Test Kits and related LRM Software Modules to the extent that such information is relevant to Illumina's obligations under this Agreement.

(d) Illumina will own and retain all right, title, and interest in and to all Regulatory Approvals and all regulatory documentation covering the IVD Hardware and related Sequencing Consumables. Illumina will be responsible for all interactions with Regulatory Authorities with regard to the IVD Hardware and related Sequencing Consumables.

(e) Notwithstanding anything to the contrary, Illumina will not be required under this Agreement or any IVD Plan to obtain any Regulatory Approval or to otherwise expand or modify any Regulatory Approval for Sequencing Consumables or IVD Hardware (including any expanded sample type claim or additional Regulatory Approval in any jurisdiction(s)).

(f) Notwithstanding anything to the contrary, Illumina will not be required under this Agreement to provide any regulatory or other support for: (i) site-specific regulatory submissions, site-specific applications, or site-specific registrations before the FDA (or any similar submissions, applications, or registrations before any other Regulatory Authority); (ii) expansions of indications or intended uses of an IVD Test Kit in any field other than the Field; or (iii) Development or Commercialization of an IVD Test Kit outside the Field or the Territory.

(g) The Parties will in good faith consider any guidance and feedback obtained from Regulatory Authorities in response to Developer's attempts to obtain Regulatory Approval for IVD Test Kits and related LRM Software Modules, including guidance and feedback obtained during pre-submission meetings (or foreign equivalent), and if necessary will work together in good faith to negotiate a corresponding amendment to the IVD Plan (e.g., timelines, scope, or limits to support) to address any such guidance and feedback in a mutually acceptable manner as deemed reasonably necessary by the Parties to address such feedback, subject to Section 2.3(e) and (f).

(h) During the Term, each Party will maintain ISO 13485 and MDSAP Quality Management Certificates applicable to each IVD System and will continue to retain an internationally recognized

notified body to conduct all ISO 13485 and MDSAP audits, and any other applicable audits for which a notified body is required.

(i) For the avoidance of doubt, Illumina will be the "Legal Manufacturer" of the IVD Hardware and Sequencing Consumables as that term is defined in the Medical Device Regulation (EU 2017/745) and the In Vitro Diagnostic Regulation (EU 2017/746), and Developer will be the Legal Manufacturer of the IVD Test Kit, LRM Software Module, and Other IVD System Components.

2.4 Development of LRM Software Modules.

(a) Illumina will develop and verify each LRM Software Module pursuant to the IVD Plan in accordance with the specifications agreed upon in the IVD Plan; provided, however, that if an IVD Plan specifies that Developer will provide access to the Converter Software separately from the rest of the LRM Software Module, Developer will be solely responsible for all testing and verification of the Converter Software. Promptly after Developer's receipt of the development version of the LRM Software Module from Illumina, and within the period of time specified in the IVD Plan (the "**Acceptance Period**"), Developer will perform testing of the IVD Test Kit with the LRM Software Module to confirm it meets the specification requirements set forth in the IVD Plan (the "**Acceptance Test**").

(b) If an LRM Software Module fails the Acceptance Test, Developer will promptly notify Illumina. Illumina will use commercially reasonable efforts to remedy the issue and resubmit the LRM Software Module to Developer for a new Acceptance Test, to be completed in accordance with Section 2.4(a). This process will continue until the LRM Software Module passes or is deemed to pass the Acceptance Test.

(c) After successful completion of the Acceptance Test, Illumina will verify that the LRM Software Module meets all of its specified requirements and provide Developer with a software requirement document, software verification protocol, and verification test report. Developer may submit these documents in seeking Regulatory Approval for the IVD Test Kit and LRM Software Module.

(d) Developer will be solely responsible for validating each LRM Software Module and its performance relative to the IVD Test Kit and IVD System. In the event that the validation of the IVD Test Kit and IVD System fails and requires changes to the LRM Software Module, the Parties will negotiate in good faith such changes for such LRM Software Module, and the acceptance and correction provisions of Sections 2.4(a) and (b) will again apply.

(e) As between the Parties, Illumina will retain ownership of the LRM Software Modules and all IP embodied therein or relating thereto. Following Regulatory Approval of each LRM Software Module pursuant to the IVD Plan, or when otherwise specified in the IVD Plan, Illumina will deliver to Developer an executable version of the LRM Software Module wrapped in an installer package, including instructions for installation.

(f) Developer will not receive the source code for any LRM Software Module. Developer may not, directly or indirectly, on its own behalf or by assisting or enabling any Affiliate or Third Party: (i) modify, adapt, improve, translate, reverse engineer, decompile, disassemble, or create derivative works of any LRM Software Module; (ii) attempt to defeat, avoid, by-pass, remove, deactivate, or otherwise circumvent any software protection mechanisms in any LRM Software Module, including without limitation, any such mechanism used to restrict or control the functionality of any LRM Software Module; or (iii) attempt to access or derive the source code or the underlying ideas, algorithms, structure, or organization form of any LRM Software Module.

2.5 Visibility into IVD Hardware Pipeline. Once per calendar year during the Development Term, the Illumina JSC members will provide the Developer JSC members with a general, high-level, presentation concerning Illumina's in vitro diagnostic sequencing instrument pipeline, including a general description of instruments for which Illumina intends to seek Regulatory Approval during the following calendar year. Developer acknowledges this information is Illumina's highly-sensitive Confidential Information. This information may be used solely for purposes of planning for Developer's future IVD Test Kits to be developed under this Agreement, and access to this information will be limited only to those Developer executives who have a strict need to know such information in furtherance of that purpose. This information may not be shared with any Third Party (including any Subcontractor). Any breach of this Section 2.5 or Section 8 with respect to this information constitutes a material breach of this Agreement. Nothing in this Agreement constitutes an obligation, representation, or warranty of any kind that Illumina will Develop, receive Regulatory Approval, or Commercialize any future diagnostic sequencing instruments.

2.6 Modification and Termination of IVD Plans.

(a) If at any time Illumina contends it is not reasonable to continue performing under an IVD Plan (including for the reasons set forth in Section 2.1(a)(i) above), or that an IVD Plan or either Party's performance thereunder is contrary to the terms and conditions of this Agreement, the Parties will in good faith discuss and negotiate potential amendments to the IVD Plan or modifications to the Parties' activities under the IVD Plan in order to address such belief. Notwithstanding anything to the contrary, Illumina will not be required to perform activities with respect to an IVD Plan described in Section 2.1(a)(i).

(b) Developer may in its discretion terminate an IVD Plan for any or no reason without terminating the rest of this Agreement by providing 30 days prior written notice to Illumina. If Developer terminates an IVD Plan: (i) the Parties, with the advice and input of the IVD JSC, will promptly negotiate in good faith a close-out plan; and (ii) each Party will cease performing all work not necessary for the orderly close-out of the IVD Plan or for the fulfillment of any regulatory requirements required by applicable Law to terminate the Project.

2.7 Expiration of Development Term.

(a) Upon expiration of the Development Term, Illumina's Development obligations with respect to all IVD Test Kits (including the development and testing of LRM Software Modules) will cease.

(b) Following expiration of the Development Term, for the remainder of the Term, and thereafter pursuant to Section 12.3(b), subject to the terms and conditions of this Agreement, Developer may continue Commercializing any IVD Test Kits (in the jurisdiction(s) where Regulatory Approval has been granted or is granted pursuant to (b)(ii)(C) below): (i) for which Illumina has completed all of its Development obligations and Regulatory Approval has been granted as of the expiration of the Development Term; and (ii) for which (A) Illumina has completed all of its Development obligations as of the expiration of the Development Term, (B) Developer has completed all regulatory submissions as of the expiration of the Development Term, and (C) Regulatory Approval is granted within six months of the expiration of the Development Term.

3. COMMERCIALIZATION OF IVD TEST KITS

3.1 Commercialization and Support.

(a) During the Term, Developer will use commercially reasonable efforts to: (i) Commercialize each IVD Test Kit and distribute the LRM Software Module for use with each IVD Test Kit in the Territory; (ii) provide product support and technical support for each IVD Test Kit and LRM Software Module in a manner consistent with industry standards; and (iii) promptly refer to Illumina all support inquiries which Developer has reasonably determined to be caused by, or directed to, the IVD Hardware or Sequencing Consumables. For clarity, except to the extent expressly provided in this Agreement, Developer will be solely responsible, at Developer's sole cost and expense, for Commercializing the IVD Test Kit and distributing the related LRM Software Module to its Customers for use with the IVD System.

(b) During the Term, Illumina will use commercially reasonable efforts to: (i) provide product support and technical support for the IVD Hardware and Sequencing Consumables in the Territory, including providing support to Developer's Customers, in accordance with its standard warranty and customer service practices; (ii) provide second-tier product and technical support for the LRM Software Module to Developer; and (iii) promptly refer to Developer all support inquiries which Illumina has reasonably determined to be caused by, or directed to, an IVD Test Kit or LRM Software Module. Developer will advise Customers that they may purchase the IVD Hardware and Sequencing Consumables from Illumina. During the Change Period, Illumina will sell IVD Hardware and Sequencing Consumables to Customers in the Territory (directly or indirectly through its Affiliates and authorized distributors) in accordance with Illumina's standard sales practices. Illumina will use commercially reasonable efforts to continue selling Sequencing Consumables to Customers in the Territory (directly or indirectly through its Affiliates and authorized distributors) in accordance with Illumina's standard sales practices for an additional five years after the Change Period.

(c) Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Developer may: (i) use Subcontractors to Develop IVD Test Kits on Developer's behalf; (ii)

use Distributors to purchase and resell IVD Test Kits on Developer's behalf; and (iii) use Affiliates to Develop and Commercialize IVD Test Kits on Developer's behalf; in each case ((i)-(iii)) in the ordinary course of business; provided that: (iv) Developer will be responsible for all acts and omissions of such Subcontractors and Affiliates; (v) Developer will be liable for all acts and omissions of such Subcontractors or Affiliates that constitute a breach of this Agreement, or that would constitute a breach of this Agreement if performed (or not performed) by Developer, and such acts and omissions will constitute Developer's breach of this Agreement; and (vi) without limiting the generality of the foregoing, for each such subcontract, Developer will include in its subcontract a right for Illumina to audit the books, records, data or other information of such Subcontractor to confirm compliance with the terms and conditions of this Agreement.

(d) Developer and its Affiliates may sell, transfer, or otherwise dispose of IVD Test Kits only to Affiliates, Distributors, and Customers, and only in the ordinary course of business. Affiliates and Distributors may sell, transfer, or otherwise dispose of IVD Test Kits only to Customers, and only in the ordinary course of business. Developer and its Affiliates and Distributors may not attempt to circumvent or reduce Revenue Share payable to Illumina by entering into any arrangement not in the ordinary course of business, including sham arrangements, straw man arrangements, or other arrangements with the intent of, or having a primary purpose of, avoiding or reducing Revenue Share payable to Illumina.

(e) IVD Test Kits and LRM Software Modules may be Commercialized only under a Developer-owned brand and not as a private label or "white label" for any Person other than Developer or its Affiliate or under any original equipment manufacturer (OEM) arrangement. Without limiting the foregoing, Developer and its Affiliates may not Develop or Commercialize any IVD Test Kit or distribute any LRM Software Module on behalf of any other Person or otherwise act in any manner that implies the source of any IVD Test Kit or LRM Software Module is Person other than Developer or its Affiliate.

3.2 Commercialization of LRM Software Modules.

(a) Developer is solely responsible for distributing each LRM Software Module to its Customers pursuant to the rights granted in Section 6.3. Without limiting the generality of the foregoing, Developer is solely responsible for: (i) providing each LRM Software Module to its Customers, by distributing the installer package or installing the LRM Software Module; and (ii) except to the limited extent expressly set forth in Section 3.2(b) below, supporting each LRM Software Module and its Customers' use of each LRM Software Module. Developer will use and distribute the installer package for the LRM Software Modules only for the purposes expressly authorized under this Agreement. For clarity, Developer and its Distributors may only install, or allow its Customers to install, the LRM Software Module on the IVD Hardware for which it was designed, and for use with the IVD Test Kit for which it was designed, as specified in the IVD Plan.

(b) Following the passing of the Acceptance Test and verification of each LRM Software Module pursuant to the IVD Plan:

(i) if, during the Change Period, either Party identifies any malfunction in the LRM Software Module that interferes with the functionality of the LRM Software Module and other similar software modules developed for Developer or Illumina's other Third Party *in vitro* diagnostic test kit developers for use with the IVD Hardware, such Party will notify the other, and Illumina will, at Illumina's cost, use commercially reasonable efforts to remedy such malfunction and deliver to Developer a new version of the LRM Software Module (for distribution to its Customers pursuant to this Section 3.2) within a commercially reasonable period of time, subject to the Acceptance Test process set forth in Section 2.4(a);

(ii) if, during or after the Change Period, either Party identifies any other malfunction in the LRM Software Module (not otherwise covered by Section 3.2(b)(i)) that interferes with the functionality of the LRM Software Module, the Parties will negotiate in good faith the terms under which Illumina may remedy such malfunction; and

(iii) if Developer desires that Illumina provide any fixes, enhancements, modifications, or improvements to the LRM Software Module not addressed by Section 3.2(b)(i) or (ii) the Parties will negotiate in good faith the terms under which Illumina may perform such work at Illumina's discretion.

(c) For clarity, Illumina will not be required to provide any enhancements, modifications, fixes, or improvements to any LRM Software Module except to the limited extent set forth in Section 3.2(b) above.

(d) For the NextSeq 550Dx the LRM Software Module is an on-IVD Hardware local run manager software module, but the Parties acknowledge that future IVD Hardware may use different software to accomplish similar functionality, which software will constitute the LRM Software Module for that future IVD Hardware. If the terms and conditions of this Agreement with respect to LRM Software Modules do not reasonably accommodate future LRM Software Modules, or if the application of those terms and conditions to such future LRM Software Modules leads to results that materially differ from the intent and effect of the terms and conditions of this Agreement with respect to LRM Software Modules, the Parties will in good faith negotiate replacement terms with respect to such future LRM Software Modules that match the intent and effect of the terms and conditions of this agreement with respect to LRM Software Modules as closely as is reasonably possible.

3.3 Insurance. During the Term and for five years thereafter, Developer and Illumina will each self-insure or maintain, at its sole expense, commercial and product liability insurance relating to its components of the IVD Systems that is comparable in type and amount to the insurance customarily maintained by such Party with respect to similar products that are Commercialized in the applicable Territory.

3.4 Additional Commercial Support.

(a) Upon Developer's request, the JSC will establish a joint commercialization committee (the "**JCC**") as a subcommittee of the JSC, which will serve as a forum for the Parties to discuss

potential opportunities to collaborate commercially, including co-marketing and co-promotion opportunities, and commercialization cross-training opportunities.

(b) On a semi-annual basis Illumina will share via the JSC (or JCC, or another JSC subcommittee, as designated by the JSC) the following information concerning Illumina's IVD Hardware install base: (i) total IVD Hardware instrument placements by Illumina in the Territory by region and by country; (ii) total IVD Hardware instrument placements by Illumina, sorted by Illumina-designated customer segment (e.g., academic medical center labs, IDN/ regional hospital labs, community hospital labs, etc.); (iii) total number of customer sites who have purchased IVD Hardware from Illumina by customer segment. The foregoing obligation of Illumina is subject to any confidentiality obligations owed to, and privacy rights of, Illumina's customers and channel partners, provided that Illumina will use reasonable efforts to obtain customer consent to share this information with Developer for the purposes contemplated herein if required by such confidentiality obligations and/or privacy rights. Developer acknowledges this information is Illumina's highly-sensitive Confidential Information. This information may be used solely for purposes of IVD Test Kit commercialization planning, and access to this information will be limited only to those Developer employees who have a strict need to know such information in furtherance of that purpose. Any breach of this Section 3.4(b) or Section 8 with respect to this information constitutes a material breach of this Agreement. This information may not be shared with any Third Party (including any Subcontractor).

3.5 Commercialization Plans. Upon Developer's request from time to time, the Parties will in good faith negotiate Commercialization Plans that will more specifically address the following support activities with respect to the IVD System: (a) jurisdiction-specific commercialization planning, including connecting responsible Developer representatives and Illumina Affiliates and channel partners who would operate in a particular jurisdiction; (b) assistance with enabling Third Party laboratories to perform pre-launch verification studies to ensure commercial readiness of the IVD Test Kit; (c)mechanisms for providing assistance and documentation with respect to requests for public tender offers; and (d) marketing materials Illumina would provide concerning the IVD Hardware and Sequencing Consumables for Developer's use in commercializing the IVD Test Kits. The Commercialization Plan would provide Developer with the right to reference the name and catalogue number of the IVD Hardware and Sequencing Consumables used in an IVD System in marketing materials for the IVD Test Kit and to reference the Illumina-provided information concerning the Illumina sales organization or channel partner responsible for selling the IVD Hardware and Sequencing Consumables for a given country. Upon agreement on the terms of a Commercialization Plan and execution by the Parties in an amendment to this Agreement pursuant to Section 14.8, each Commercialization Plan will be incorporated into this Agreement in Exhibit E. Each Party will use commercially reasonable efforts to perform the activities assigned to it in any agreed-upon Commercialization Plan.

3.6 Support Plans. Upon either Party's request from time to time, the Parties will in good faith negotiate Support Plans that will more specifically address the following support activities with respect to the IVD System: (a) cross-training activities to facilitate Customer support; (b) a Customer complaint triage mechanism, including turnaround time requirements and an Information Transfer Form to facilitate Customer hand-offs; (c) timing and mechanism for review of Customer support cases and

quality/safety metrics; (d) escalation procedures and adverse event reporting mechanisms; and (e) mechanism for discussing potential cross-product replacement processes. Any such Support Plan will be on commercially reasonable terms. Upon agreement on the terms of a Support Plan and execution by the Parties in an amendment to this Agreement pursuant to Section 14.8, each Support Plan will be incorporated into this Agreement in Exhibit F. Each Party will use commercially reasonable efforts to perform the activities assigned to it in any agreed-upon Support Plan.

4. QUALITY

4.1 Routine Quality Audits. During the Term, Illumina agrees to allow Developer (at Developer's sole expense) to audit Illumina's operations that pertain to Sequencing Consumables, IVD Hardware, and LRM Software Modules, upon 60 days' prior written notice, during normal business hours, no more often than once per calendar year only to the extent necessary to satisfy Developer's obligations under applicable Law and regulatory requirements. The locations, times, dates, scope, and goals for such audits must be reasonably agreed upon in writing by the Parties before commencement of the audit.

4.2 For-Cause Quality Audits. During the Term, Developer will have the right to audit Illumina's facilities and records that pertain to Sequencing Consumables, IVD Hardware, and LRM Software Modules upon 30 days' prior written notice, during normal business hours, related specifically to a formal supplier corrective action request (SCAR) previously issued by Developer associated with the scope and corrective actions associated with said SCAR.

4.3 Process. Developer will comply with all of Illumina's reasonable security and safety policies when conducting any audit pursuant to Sections 4.1 or 4.2. All information learned by Developer in the course of such audit is Illumina Confidential Information. If requested by Illumina, Developer will ensure that any person conducting the audit sign Illumina's confidentiality agreement before conducting such audit; provided that the terms thereof are substantially similar to the confidentiality obligations in this Agreement. Developer will provide Illumina written copies of all findings of any such audit within 30 days of completion of the audit.

4.4 Product Changes and Discontinuance.

(a) Planned Changes. Illumina acknowledges that planned changes to, or discontinuations of, IVD Hardware, Sequencing Consumables, or LRM Software Modules may incur costs and risks for both Parties and will only be considered during the Change Period with a commercially reasonable rationale and justification. Illumina will provide Developer with written notice of any major planned changes to, or discontinuation of, any IVD Hardware, Sequencing Consumable, or LRM Software Modules during the Change Period at least six months before making such a change, or twelve months before a discontinuation, in order to allow Developer to plan accordingly. As used in this paragraph and in (b) below, a "major" change is a change that Illumina reasonably expects to require Developer to make a filing or submission to any Regulatory Authority in connection with obtaining or maintaining Regulatory Approval for the IVD Test Kit. If Illumina reasonably determines that such a change would require Developer to submit an "180 Day Supplement" to the FDA (as defined in 737(4)(c) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 379i(4)(c)), or a similar filing in any other applicable

jurisdiction, such that the six or twelve month notice period described above would not allow Developer sufficient time to generate data required for such 180 Day Supplement, Illumina will use commercially reasonable efforts to provide notice sufficiently in advance of such change to enable Developer to generate such data, and will work in good faith with Developer to assist Developer to timely submit the 180 Day Supplement.

(b) Unplanned Changes. Illumina reserves the right to make unplanned changes to IVD Hardware, Sequencing Consumables, and LRM Software Modules due to safety, applicable Law, regulatory requirements, failure to conform to specifications, or Force Majeure. Illumina will notify Developer in writing as soon as reasonably practicable of any such unplanned major changes during the Term.

(c) Discontinuation. Other than the changes described in (a) and (b) above, Illumina will continue to sell and provide support for the IVD Hardware and Sequencing Consumables in the original form used for Development and regulatory submission for an IVD Test Kit on the terms set forth herein in the Territory throughout the Change Period, and will use commercially reasonable efforts to continue selling such Sequencing Consumables and providing support for such IVD Hardware for five years after the Change Period. Illumina makes no representation, warranty, or covenant that the IVD Hardware or Sequencing Consumables will be manufactured or sold outside the Territory or after the Change Period (except as set forth in the preceding sentence with the respect to the additional five year period). Except as set forth in (a) and (b) and Section 2.5 above, Illumina is under no obligation to notify Developer of any changes to, or discontinuation of, existing products or Development of new products.

(d) Transition. Following a notice under (a) or (b) above, upon Developer's reasonable request, Illumina will discuss with Developer the steps necessary to transition to modified or successor diagnostic sequencing instruments, diagnostic core sequencing consumables, or local run manager software modules (or software having similar functionality), if any, and use commercially reasonable efforts to assist Developer with such transition in accordance with this Agreement.

(e) Illumina Obligations to Customers. Nothing in this Section 4.4 is intended to limit any contractual obligations of Illumina to Customers pursuant to any separate agreements between Illumina and Customers with respect to the supply of IVD Hardware or Sequencing Consumables.

5. FINANCIAL CONSIDERATION

5.1 Milestone Payments. Developer will pay the non-refundable, non-creditable, milestone payments to Illumina set forth in Exhibit B upon achievement of the milestones set forth therein (the "**Milestone Payments**"). Developer will promptly notify Illumina in writing of its achievement of each milestone in Exhibit B (email is acceptable), and Illumina will promptly acknowledge such achievement (email is acceptable), and (unless otherwise specified in Exhibit B) Developer will make the specified Milestone Payment no later than 30 days after sending such notice.

5.2 Revenue Share. As partial consideration for the right to Develop and Commercialize the IVD Test Kits for use with IVD Hardware and Sequencing Consumables, and other activities and consideration of Illumina contemplated by this Agreement, Developer will pay Illumina six percent (6%) of Net Sales (such amount referred to as the "**Revenue Share**").

5.3 Reporting. Developer will furnish to Illumina a written report within 30 days after the close of each calendar quarter (March 31, June 30, September 30, and December 31) (each, a "**Reporting Period**") showing on a product-by-product and country-by-country basis: (a) the number of IVD Test Kits sold, transferred, or otherwise disposed of, and the number of IVD Test Kits used by Developer and its Affiliates in performing Subject Tests, during the Reporting Period; (b) the gross amount charged during the Reporting Period for IVD Test Kits; (c) a detailed explanation of any IVD Test Kits sold, transferred, or otherwise disposed of during the Reporting Period in any transaction that was not at arm's length; (d) a reasonably detailed calculation of Net Sales during the Reporting Period, including a separate revenue calculation for any Subject Tests; (e) the exchange rates used in determining the Revenue Share; and (f) the amount of Revenue Share payable to Illumina. All currency conversions will be made using Developer's standard financial reporting procedures which will be consistently applied in accordance with GAAP. Developer will provide such additional information concerning the calculation of the Revenue Share as Illumina may reasonably request from time to time to enable Illumina to confirm the accuracy of such calculation. All such reports will be prepared consistently in accordance with GAAP, except to the extent otherwise expressly required by this Agreement. If it becomes necessary to satisfy Illumina accounting obligations under applicable Law, upon Illumina's request Developer will provide a good faith estimate of Revenue Share payable to Illumina within 10 Business Days after the close of each quarter.

5.4 Payments. Payment of the Revenue Share earned during a Reporting Period will accompany each report described in Section 5.3. Other than payment for Sequencing Consumables and IVD Hardware purchased by Developer (which will be governed by the Supply Agreement), all payments required under this Agreement from Developer will be paid in the United States Dollars by wire transfer pursuant to the wire instructions as Illumina may from time to time provide. Developer may not deduct or withhold any wire transfer fees, bank charges, or any other fees or charges incurred in connection with making such payment. If Developer fails to make any payment on or before the date it is due, interest will accrue on such payment on a daily basis from the date such payment was originally due at a rate equal to 1.5% per month compounded monthly, or the maximum amount allowed by Law, if lower, until paid. Developer's obligations to pay interest on late payments may not be construed to limit or restrict any other right or remedy which may be available to Illumina. In the event of a dispute regarding any payments due and owing hereunder, all undisputed amounts will be paid when due, and the balance, if any, will be paid promptly after settlement of the dispute, including any accrued interest thereon.

5.5 Records. Developer will maintain written records with respect to its activities and operations under this Agreement, including the Development and Commercialization of IVD Test Kits, in sufficient detail to enable Illumina or its designated accountants to confirm compliance with the terms of this Agreement and the accuracy and completeness of the amounts of Net Sales and Revenue Share reported to, and all amounts paid or payable to, Illumina. Such records will be complete and

accurate in all material respects. Developer will maintain such records during the Term and for five years thereafter. During the Term and for five years thereafter, Developer agrees to allow Illumina (at Illumina's sole expense, except as provided below) to audit such records upon 30 days' prior written notice, during normal business hours, no more often than once per calendar year only to the extent necessary to confirm compliance with the terms of this Agreement and the accuracy and completeness of the calculation of Net Sales, the amounts of Revenue Share, and any other amounts payable to Illumina. The expense of such audit will be borne by the Illumina; provided, however, that, if an underpayment of 5% or more for any Reporting Period is discovered, then such expenses will be paid by Developer. Without limiting Illumina's rights under this Agreement, if any such audit determines that additional amounts were owed to Illumina during any period, Developer will pay such amounts (including interest thereon from the date such amounts were originally payable) within 30 days after the date Illumina notifies Developer of such additional amounts. The locations, times, and dates for such audits must be reasonably agreed upon in writing by the Parties before commencement of the audit. Illumina will comply with all of Developer's reasonable security and safety policies when conducting any audit. All information learned by Illumina in the course of such audit is Developer Confidential Information. If requested by Developer, Illumina will ensure that any person conducting the audit sign Developer's confidentiality agreement before conducting such audit; provided that the terms thereof are substantially similar to the confidentiality obligations in this Agreement.

5.6 Taxes. All amounts payable to Illumina under this Agreement are exclusive of and are payable without withholding or deduction for goods and services taxes, value added taxes, other taxes, customs duties, tariffs, or other charges required by Law from time to time. Without limiting the foregoing, if applicable Law requires any amount to be withheld, charged, deducted, or assessed against any amount owed by Developer to Illumina under this Agreement (each, a "**Withholding**"), Developer will timely withhold and pay all such Withholdings, and will promptly furnish Illumina with certificates evidencing payment of all such Withholdings. If applicable Law requires Illumina to pay such Withholding, and will not permit Developer to pay such Withholding, the Parties will in good faith negotiate a payment mechanism that results in Illumina receiving and retaining the full amounts to which it is entitled net of the Withholding.

6. INTELLECTUAL PROPERTY

6.1 Development Rights. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement and the Supply Agreement, Developer's or its Affiliate's purchase of Sequencing Consumables and IVD Hardware from Illumina and its Affiliates under this Agreement and the Supply Agreement confers upon Developer, its Affiliate, or Subcontractor, by exhaustion, the personal, limited, non-exclusive, non-transferable, right under Illumina Core IP to use the purchased Sequencing Consumables and IVD Hardware to Develop the applicable IVD Test Kit during the Development Term solely for use in the Territory in the Field with the IVD Hardware, Sequencing Consumables and LRM Software Module strictly in accordance with this Agreement and the IVD Plan for such IVD Test Kit. For clarity, the rights granted in this Section 6.1 expressly exclude any and all rights to, and Developer and its Affiliates and Subcontractors may not, make, have made, sell, have sold, offer for sale, or have offered for sale Sequencing Consumables or IVD Hardware. The Parties agree that this Section 6.1 is intended to, and does, alter the effect of the exhaustion of patent rights

that could otherwise result if the sale of Sequencing Consumables and IVD Hardware was made without restriction.

6.2 Right of Reference. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Illumina hereby grants to Developer the right to permit the FDA (or similar Regulatory Authority in a Territory designated in the applicable IVD Plan) to refer to the device listing for the IVD Hardware and Sequencing Consumables in support of seeking Regulatory Approval for the IVD Test Kit and LRM Software Module in the Territory during the Development Term, and to incorporate the information contained in such device listing into the submission(s) for the IVD Test Kit and LRM Software Module by reference, to the extent set forth in and in accordance with the applicable IVD Plan for such IVD Test Kit. To the extent required by the FDA (or similar Regulatory Authority in a Territory designated in the applicable IVD Plan) Illumina will prepare and submit a letter of authorization documenting such right of reference.

6.3 Right to Distribute LRM Software Modules. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Illumina hereby grants to Developer the personal, non-transferable, non-exclusive, right during the Term to: (a) reproduce and distribute each LRM Software Module installer package that has been delivered to, and accepted by, Developer as set forth in Section 3.2(a), solely in executable object code, to its Customers in the Territory and authorize such Customers to install and use the LRM Software Module on the IVD Hardware for which it was designed with the IVD Test Kit for which it was designed; and (b) install each such LRM Software Module on its Customers' IVD Hardware in the Territory by running such installer package and authorize such Customers to use the LRM Software Module on the IVD Hardware for which it was designed with the IVD Test Kit for which it was designed. Developer may sublicense the foregoing rights to its Affiliates and Distributors.

6.4 Rights Granted to Illumina. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Developer hereby grants to Illumina and its Affiliates a limited, nonexclusive, non-transferable, non-sublicensable license under any IP of Developer as necessary for, and for the sole purpose of allowing, Illumina to perform its obligations under this Agreement (including development of LRM Software Modules) during the Term.

6.5 All Rights Reserved.

(a) No IP is assigned or otherwise transferred under this Agreement. Without limiting the generality of the foregoing, as between the Parties, each Party or its Affiliate will retain all IP: (i) that is Controlled by the Party or its Affiliate before the Effective Date; (ii) that is developed by the Party or its Affiliate, or which otherwise comes under the Control of the Party or its Affiliate, during the Term independently from performing under this Agreement; or (iii) that is developed, generated, conceived, or reduced to practice by or on behalf of the Party or its Affiliate in the course of performing under this Agreement.

(b) Except as expressly stated in this Section 6 and in the Supply Agreement, no right under any Illumina IP is granted expressly, by implication, estoppel, or otherwise, under this

Agreement. Except as expressly stated in this Section 6 no right under any Developer IP is granted, expressly, by implication, estoppel, or otherwise, under this Agreement.

6.6 Other IP.

(a) Developer is solely responsible for determining whether it has, and for obtaining, all rights to IP that are necessary for Developer's Development and Commercialization of IVD Test Kits, including any Third Party IP and any additional rights from Illumina or Illumina's Affiliates that are not expressly granted in this Agreement or in the Supply Agreement (together with Third Party IP, "**Other IP**"). Illumina makes no representation, warranty, or guarantee that Developer's IVD Test Kits will not violate or infringe Other IP, and expressly disclaims and excludes any such representation, warranty, or guarantee, and any statement or implication otherwise, to the maximum extent permitted by Law. Notwithstanding anything in this Agreement to the contrary, Developer assumes all risks associated with not obtaining any required rights to Other IP.

(b) If any IVD Test Kit or any component thereof violates or infringes any Third Party IP, Developer, at its sole cost and expense, will use commercially reasonable efforts to either (i) obtain a license under IP or otherwise procure the right to Commercialize such IVD Test Kit, or (ii) replace or modify such IVD Test Kit or component thereof so that it no longer violates or infringes such IP.

(c) Upon Developer's request during the Term, Illumina will in good faith consider granting a license to Developer or its Affiliate under any Other IP Controlled by Illumina or its Affiliates for the purpose of Developing and Commercializing one or more IVD Test Kits. Any such license will be on commercially reasonable terms.

6.7 Rights are Personal. The rights granted in this Section 6 are personal, non-sublicensable (except to the limited extent permitted in Section 6.3 above), and non-transferable. Any purported transfer, grant, or other conveyance of the rights granted in this Section 6 (or any portion of such rights), except to the limited extent permitted in Section 6.3 above, will be null, void, and of no effect.

7. GOVERNANCE

7.1 JSC. Within 60 days after the Effective Date, the Parties will establish a joint steering committee (the "**JSC**"), which will serve as a forum for the Parties to oversee the Development and Commercialization of the IVD Test Kits under this Agreement. The JSC may establish subcommittees to oversee specific IVD Test Kits or specific Development and Commercialization activities with respect to multiple IVD Test Kits under this Agreement. Each subcommittee will exist until such time as the JSC decides to dissolve such subcommittee. In the event that any subcommittee is dissolved, the JSC will take on all of the responsibilities of such subcommittee.

7.2 Composition. The JSC will consist of three representatives from each Party, each with the requisite experience and expertise to enable such person to carry out their responsibilities as a member of the JSC. Each Party may substitute one or more of its representatives to the JSC by written

notice to the other Party (email acceptable). The chairperson of the JSC will alternate between the Parties at each meeting. The initial JSC chairperson will be appointed by Illumina.

7.3 Responsibilities. Without limiting the generality of Section 7.1, the JSC will: (a) discuss potential IVD Plans; (b) review and discuss the preparation of regulatory filings for each IVD Test Kit, including new filings, applications for Regulatory Approval, and supportive filings with Regulatory Authorities; (c) appoint subcommittees as it deems appropriate for carrying out its responsibilities hereunder; and (d) and perform such other oversight and monitoring functions as appropriate to further the purposes of this Agreement as determined by the Parties, including the periodic evaluation of performance against goals. For clarity, the JSC is intended only for communications and discussion purposes between the Parties and is not intended to be, and will not be, a decision-making body or have decision-making authority under this Agreement.

7.4 Meetings. The JSC will meet as frequently as agreed to by the Parties. The location of meetings will alternate between locations designated by Illumina and locations designated by Developer. Attendance at such meetings may be in person or by telephone or videoconference.

7.5 Expenses; Amendments. Each Party will bear all the expenses of its representatives on the JSC. For the avoidance of doubt, the JSC may not amend or waive any provision of this Agreement or of any IVD Plan.

8. CONFIDENTIAL INFORMATION

8.1 Disclosure and Use Restriction.

(a) Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, the Receiving Party will keep confidential and may not publish or otherwise disclose or transfer the Disclosing Party's Confidential Information to any Third Party.

(b) The Receiving Party may disclose the Disclosing Party's Confidential Information only to its Advisors and Representatives who are bound by confidentiality and non-use restrictions at least as restrictive as those set forth in this Agreement and who have a specific need to know in order for the Receiving Party to be able to perform its obligations and exercise its express rights under this Agreement, and only to the extent necessary for such purposes. Each Party will be responsible for any conduct by its respective Advisors and Representatives that constitutes a breach of this Section 8 or that would be a breach of this Section 8 by such Party had such Party engaged in such conduct itself. Such conduct will be deemed and is a breach of this Agreement by such Party.

(c) The Receiving Party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but in no event less than a reasonable standard of care) to ensure that it and its Advisors and Representatives do not disclose or make any unauthorized use of the Disclosing Party's Confidential Information. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information.

(d) The confidentiality and non-use obligations in this Agreement will continue throughout the Term and for seven years thereafter.

8.2 Authorized Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is:

(a) made in response to a valid order of a court of competent jurisdiction or other governmental authority; provided, however, that the Receiving Party will, to the extent permitted by Law, give written notice to the Disclosing Party within five Business Days of receipt of such order and give the Disclosing Party a reasonable opportunity to quash or limit the scope of such order and to obtain a protective order requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or governmental authority or, if disclosed, be used only for the purposes for which the order was issued; and provided, further, that if a disclosure order is not quashed or limited in scope, or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental authority will be limited to that information which is legally required to be disclosed in response to such court or governmental authority;

(b) otherwise required by Law; provided, that the Receiving Party: (i) promptly notifies the Disclosing Party of the specifics of such requirement (providing a copy of the Confidential Information to be disclosed) at least 30 days before the actual disclosure (or as soon as reasonably possible before the actual disclosure if such 30 day prior notice is impractical under the circumstances) or promptly after actual disclosure if prior disclosure is impractical under the circumstances; (ii) discloses only the minimal information necessary to satisfy such requirement; (iii) reasonably cooperates with the Disclosing Party to prevent or limit such disclosure; and (iv) provides the Disclosing Party with a copy of Confidential Information actually disclosed; or

(c) made by the Receiving Party with the prior written consent of the Disclosing Party.

8.3 Authorized Use. The Receiving Party may use the Disclosing Party's Confidential Information solely to the extent necessary for the Receiving Party to perform its obligations and exercise its express rights under this Agreement, and such use will be otherwise subject to all restrictions and limitations set forth in this Agreement.

8.4 Agreement; Publicity.

(a) The existence and terms of this Agreement are both Parties' Confidential Information. Subject to Section 8.2 above, each Party must obtain the prior written consent of the other Party on all press releases or other public announcements relating to this Agreement, provided that a Party is not required to obtain prior written consent of the other Party for press releases or public disclosures that repeat information that has been previously publicly disclosed pursuant to this Section 8.4.

(b) Neither Party may use any trademark of the Party, or any derivation thereof, without the advance express written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.

8.5 Post-Termination. Following expiration or termination of this Agreement for any reason, upon the request of the Disclosing Party, the Receiving Party will, at the Disclosing Party's option: (a) return all materials containing the Disclosing Party's Confidential Information to the Disclosing Party; or (b) destroy all materials containing the Disclosing Party's Confidential Information and certify such destruction in writing to the Disclosing Party; provided that the Receiving Party will be authorized to retain one copy for the purpose of determining any continuing obligation with respect thereto. Notwithstanding the foregoing, the Receiving Party will not be required to destroy or delete electronic copies (including emails) that have become embedded in its electronic storage systems through routine backup processes. Any Confidential Information so retained will continue to be held pursuant to all of the confidentiality, non-use, and other terms of this Agreement.

8.6 GRAIL Firewall. Illumina shall establish a firewall designed to prevent any GRAIL personnel (and any Illumina personnel carrying out activities with respect to the GRAIL business or products) from accessing any Confidential Information obtained by or made available to Illumina relating to Developer or its business or products, whether pursuant to this Agreement or otherwise.

9. REPRESENTATIONS AND WARRANTIES

9.1 General Warranties. Each Party represents and warrants that:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of jurisdiction of domicile, and has all requisite power and authority to carry on its business as such business is now being conducted;

(b) This Agreement has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by Law relating to bankruptcy, receivership, or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability;

(c) Such Party has all necessary rights, powers, and authority to enter into this Agreement and to carry out its obligations hereunder;

(d) The execution and delivery of this Agreement and the performance of such Party's obligations hereunder (i) do not conflict with or violate any requirement of applicable Law or any provision of the articles of incorporation, bylaws, limited partnership agreement or any similar instrument of such Party, as applicable, in any material way, and (ii) do not conflict with, violate, or breach or constitute a default or require any consent under, any applicable Law or any contractual obligation by which such Party is bound; and

(e) In performing its activities related to this Agreement, it will comply with all applicable Laws.

9.2 Additional Representations, Warranties and Covenants of Developer. Developer hereby represents, warrants, and covenants to Illumina that any and all IVD Test Kits Commercialized by or on behalf of Developer and its Affiliates under this Agreement will be manufactured and tested in accordance with applicable Laws, including cGMP, and will not be adulterated or misbranded within the meaning of the United States Food, Drug and Cosmetic Act, 21 U.S.C. Section 301 et. seq. ("FDCA") or other applicable Laws.

9.3 Additional Representations, Warranties and Covenants of Illumina. Illumina hereby represents, warrants, and covenants to Developer that any and all IVD Hardware and Sequencing Consumables Commercialized by or on behalf of Illumina and its Affiliates for use with an IVD System will be manufactured and tested in accordance with applicable Laws, including cGMP, and will not be adulterated or misbranded within the meaning of the FDCA or other applicable Laws.

FOR CLARITY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY: (A) ILLUMINA'S SOLE REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION AND DEFENSE OBLIGATIONS WITH RESPECT TO PRODUCTS PURCHASED BY DEVELOPER AND ITS AFFILIATES ARE CONTAINED EXCLUSIVELY IN THE SUPPLY AGREEMENT; AND (B) ILLUMINA'S SOLE REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION AND DEFENSE OBLIGATIONS WITH RESPECT TO PRODUCTS PURCHASED BY ANY CUSTOMER WILL BE CONTAINED EXCLUSIVELY IN ANY AGREEMENT(S) BETWEEN ILLUMINA AND THE CUSTOMER.

THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE PARTIES' EXCLUSIVE REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPLICITLY DISCLAIMED.

10. ALLOCATION OF RISKS

10.1 Developer's Indemnification Obligations. Developer will defend, indemnify, and hold harmless Illumina, its Affiliates, and their respective officers, directors, representatives, employees, successors, and assigns ("**Illumina Indemnitees**"), from and against any and all claims, causes of action, and proceedings brought or asserted by a Third Party ("**Claims**"), and all associated losses, liabilities, damages, fines, and penalties of any and every kind, including legal expenses and reasonable attorneys' fees ("**Losses**") to the extent resulting from, relating to, or arising out of:

(a) any Developer Indemnitee's breach of this Agreement, including any obligation, representation, warranty, or covenant hereunder;

(b) any Developer Indemnitee's gross negligence or intentional misconduct in performing or failing to perform under this Agreement;

(c) any Developer Indemnitee's violation of applicable Law in performing under this Agreement; or

(d) any Developer Indemnitee's Development or Commercialization of an IVD Test Kit, Other IVD System Component, or Subject Test, including any violation or infringement of Third Party IP, caused by an IVD Test Kit, Other IVD System Component, or Subject Test;

in each case except to the extent resulting from, relating to, or arising out of matters for which Illumina is obligated to defend, indemnify, and hold harmless Developer Indemnitees pursuant to Section 10.2.

For purposes of determining whether or not any violation or infringement of Third Party IP is caused by (a) an IVD Test Kit, Other IVD System Component, or Subject Test or (b) IVD Hardware or Sequencing Consumables, for purposes of clause (d) above and Section 10.2(d) below, the intent of the Parties is to determine whether and to what extent the claims of such Third Party IP are primarily directed to (a) the IVD Test Kit, Other IVD System Component, or Subject Test or (b) IVD Hardware or Sequencing Consumables.

10.2 Illumina's Indemnification Obligations. Illumina will defend, indemnify, and hold harmless Developer, its Affiliates, and their respective officers, directors, representatives, employees, successors, and assigns ("**Developer Indemnitees**"), from and against any and all Claims and Losses to the extent resulting from, relating to, or arising out of:

(a) any Illumina Indemnitee's breach of this Agreement, including any obligation, representation, warranty, or covenant hereunder;

(b) any Illumina Indemnitee's gross negligence or intentional misconduct in performing or failing to perform under this Agreement;

(c) any Illumina Indemnitee's violation of applicable Law in performing under this Agreement; or

(d) any Illumina Indemnitee's Development or Commercialization of IVD Hardware or Sequencing Consumables when used as part of an IVD System, including any violation or infringement of Third Party IP caused by IVD Hardware or Sequencing Consumables when used as part of an IVD System;

in each case except to the extent resulting from, relating to, or arising out of matters for which Developer is obligated to defend, indemnify, and hold harmless Illumina Indemnitees pursuant to Section 10.1.

10.3 Indemnification Procedures. Each Party's obligations under Sections 10.1 and 10.2 are conditioned on the Party seeking indemnification: (a) giving the indemnifying Party prompt written notice of the Claim; provided, however, that failure to provide such notice will not relieve the

indemnifying Party from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (b) cooperating with the indemnifying Party, at the indemnifying Party's expense, in connection with the defense and settlement of the Claim, including providing accurate and complete information reasonably requested by the indemnifying Party; and (c) permitting the indemnifying Party to solely control the defense and settlement of the Claim; provided, however, that the indemnifying Party may not settle the Claim, enter into or otherwise consent to an adverse judgment or order, or make any admission as to liability or fault that would adversely affect the indemnified Party, without the indemnified Party's prior written consent, which will not be unreasonably withheld or delayed. Further, the indemnified Party will have the right to participate (but not control) and be represented in any suit or action by counsel of its selection at its own cost and expense.

10.4 Product-related Indemnification.

(a) Notwithstanding anything in this Agreement to the contrary, Illumina's defense, indemnification, and hold harmless obligations with respect to Sequencing Consumables and IVD Hardware purchased from Illumina or its Affiliates by Developer or its Affiliates under the Supply Agreement are limited solely to those obligations expressly provided in the Supply Agreement for such products, and such terms will supersede and control over any other indemnification obligations of Illumina and its Affiliates provided in this Agreement. Furthermore, neither Party will be entitled to any duplicative recovery under this Agreement and the Supply Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, Illumina's and its Affiliates' defense, indemnification, and hold harmless obligations with respect to Sequencing Consumables and IVD Hardware purchased by a Customer are limited solely to those obligations provided in any agreement(s) between Illumina or its Affiliate and the Customer.

11. LIMITATIONS ON LIABILITIES

11.1 EXCEPT AS STATED IN SECTION 11.3, AND EXCEPT WITH RESPECT TO LIABILITY ARISING FROM A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1 OR 10.2 (BUT ONLY WITH RESPECT TO DAMAGES ACTUALLY PAID OR TO BE PAID BY THE INDEMNIFIED PARTY TO THE THIRD PARTY CLAIMANT), BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ILLUMINA OR ITS AFFILIATES BE LIABLE TO DEVELOPER OR ITS AFFILIATES, NOR WILL DEVELOPER OR ITS AFFILIATES BE LIABLE TO ILLUMINA OR ITS AFFILIATES, FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY, OR OTHERWISE).

11.2 EXCEPT AS STATED IN SECTION 11.3 BELOW, AND EXCEPT TO THE EXTENT ARISING FROM: (I) DEVELOPER'S BINDING COMMITMENT TO PURCHASE PRODUCT PURSUANT TO ONE OR MORE ISSUED AND ACCEPTED PURCHASE ORDERS; (II) DEVELOPER'S REVENUE SHARE OBLIGATIONS; OR (III) A

PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 10; BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION IN CONTRACT, NEGLIGENCE, OR TORT (INCLUDING STRICT LIABILITY), WILL NOT EXCEED THE GREATER OF (A) TWO TIMES THE AGGREGATE AMOUNTS PAID BY DEVELOPER TO ILLUMINA UNDER THIS AGREEMENT IN THE FIVE YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES AND (B) $25,000,000.

11.3 THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING SECTION 11.1 AND 11.2 AND ANYTHING TO THE CONTRARY, THIS AGREEMENT DOES NOT LIMIT LIABILITY OF EITHER PARTY FOR ANY INFRINGEMENT OF THE OTHER PARTY'S IP, SUCH PARTY'S WILLFUL MISCONDUCT, OR FRAUD, OR DEVELOPER'S BREACH OF SECTION 8 WITH RESPECT TO THE INFORMATION DESCRIBED IN SECTION 2.5 OR 3.4(B).

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement will begin on the Effective Date and continue until the date 15 years from the GRAIL Closing Date unless terminated earlier in accordance with this Section 12 or extended by amendment pursuant to Section 14.8 (the "**Term**").

12.2 Early Termination. Without limiting any other rights of termination expressly provided in this Agreement or under Law, this Agreement may be terminated early as follows:

(a) Breach of Provision. If a Party materially breaches this Agreement and fails to cure such breach within 60 days after receiving written notice of the breach from the other Party, then the other Party may terminate this Agreement with immediate effect by providing written notice of termination to the breaching Party; provided, however, that if such breach is curable, but not reasonably curable within such 60-day period, and the breaching Party is using commercially reasonable efforts to cure the breach, then such cure period will be extended to not longer than 180 days.

(b) Bankruptcy and Insolvency. A Party may terminate this Agreement, effective immediately upon written notice, if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy, for winding up of that Party, or any proceeding relating to insolvency, receivership, administrative receivership, administrative liquidation, or voluntary arrangement or scheme of arrangement with its creditors that is not dismissed or set aside within 60 days.

(c) Right of Developer to Terminate for Convenience. Developer may, at any time upon notice to Illumina, terminate this Agreement for any or no reason.

12.3 Effect of Expiration or Termination.

(a) Rights Terminate. On the effective date of the expiration (except to the extent specified Section 12.3(b)) or termination of this Agreement, all rights granted by Illumina under this Agreement will terminate, and Developer will, and will procure that its Affiliates and Subcontractors will, as soon as is reasonably practicable, cease the Development and Commercialization of all IVD Test Kits.

(b) Continued Commercialization. After expiration of the Term (but not termination of this Agreement), Developer may continue Commercializing IVD Test Kits that were launched before expiration of the Term on an IVD Test Kit-by-IVD Test Kit and Territory-by-Territory basis; for so long as Illumina is still Commercializing the applicable Sequencing Consumables and servicing and supporting the applicable IVD Hardware in the applicable Territory. Developer's continued Commercialization of IVD Test Kits would be subject to the terms and conditions of this Agreement, including the Revenue Share.

(c) Surviving Obligations. The following provisions will survive any termination or expiration of this Agreement: Sections 1, 2.3(b), 2.3(d), 2.3(i), 2.4(f), 3.3, 5, 6.5, 6.7, 8-11 (inclusive), 12.3, 12.4, and 14, and any other provisions or Exhibits necessary to give effect to the surviving provisions. Termination or expiration of this Agreement will not relieve the Parties of any liability or obligation that accrued under this Agreement before the effective date of such termination or expiration, nor preclude either Party from pursuing all rights and remedies it may have under this Agreement, at Law, or in equity with respect to any breach of this Agreement.

12.4 No Damages for Termination or Expiration. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS MADE IN CONNECTION WITH THIS AGREEMENT, OR IN CONNECTION WITH THE DEVELOPMENT OR MAINTENANCE OF THE BUSINESS OR GOODWILL OF THE OTHER PARTY) BY REASON OF EXPIRATION OF THIS AGREEMENT OR PROPER EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY SUCH DAMAGES.

13. COMPLIANCE

13.1 General Compliance. In performing under this Agreement, each Party will at all times comply with applicable Law.

13.2 IVD Test Kits. Specifically, and without limiting the foregoing, Developer (a) will not Commercialize any IVD Test Kit or Subject Test in any jurisdiction where such activities are prohibited by Law, or in any manner prohibited by Law, and (b) will at all times comply with good clinical practices, good laboratory practices, good manufacturing practices (including all quality systems regulations), and the Illumina Regulatory and Safety Compliance Rider attached to this Agreement as Exhibit D.

13.3 Sunshine Act. Each Party will reasonably cooperate with the other Party in its efforts toward ensuring that all government price and gift reporting, fraud and abuse, sales, marketing, and promotional practices with respect to the IVD System meet the standards required by applicable Law, including the Physician Payments Sunshine Act and similar state laws, as well as applicable guidelines concerning the advertising of in vitro diagnostics and medical devices.

13.4 Cooperation in Investigation. Each Party agrees to reasonably cooperate, and to cause its Representatives to reasonably cooperate, in good faith with the other Party and any Regulatory Authority at the other Party's request: (a) to investigate the extent of any potential violations of applicable Laws in connection with this Agreement; and (b) to participate in any inspection or audit by any Regulatory Authority.

13.5 Requests for Information. Each Party will use reasonable efforts to comply with reasonable requests for information, including answering questionnaires and narrowly tailored inquiries, to enable the other Party to comply with all applicable Laws and respond to requests for information from Regulatory Authorities.

14. GENERAL

14.1 Arbitration. If any dispute arises from or relates to this Agreement, (the "**Dispute**"), other than claims involving infringement, validity, or enforceability of IP (whether Illumina's or Developer's), or about the scope of IP in this Agreement, the Parties shall submit the matter to confidential binding arbitration to determine final terms and conditions of the agreement, or to settle the dispute as to the terms of the agreement.

(a) Prior to submitting any matter to arbitration, Illumina and Developer shall each designate a contact having the proper authorization to resolve the Dispute in a final and binding fashion, who shall meet in person or by telephone for a period of thirty (30) days (or such other period of time as Illumina and the Developer shall mutually agree) in an attempt to resolve the Dispute in good faith.

(b) The arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the AAA and as otherwise described in this Section 14.1.

(c) The location of the arbitration proceeding will be mutually agreed by the Parties. In the event there is no agreement as to location, the arbitration proceeding will take place in New York City, NY.

(d) Within five Business Days of the commencement of an arbitration, Developer and Illumina each shall furnish a legally binding writing to the other committing to maintain the confidentiality of the arbitration and of any written statement and discovery materials exchanged during the arbitration, and to limit the use of any such materials to the arbitration.

(e) Upon written request by either Party to the other Party, the Parties shall promptly negotiate in good faith to appoint an appropriate Arbitrator. If the Parties are not able to agree within ten (10) days after the receipt by a Party of the written request in the immediately preceding sentence, the AAA shall be responsible for selecting an Arbitrator with relevant experience related to the dispute of at least ten (10) years and to do so within fifteen (15) days of being approached by a Party. The fees and costs of the Arbitrator and the AAA shall be shared equally (50%/50%) by the Parties. Each Party to the arbitration shall bear its own legal fees and expenses.

(f) Within twenty (20) days after the designation of the Arbitrator, the Parties shall each simultaneously submit to the Arbitrator and one another a written statement of their respective positions on such Dispute. Each Party shall have fifteen (15) days from receipt of the other Party's submission to submit a written response thereto. The Arbitrator shall have the right to meet with the Parties, either alone or together, as necessary to make a determination. Further, the Arbitrator shall have the right to request information and materials and to require and facilitate discovery as it shall determine is appropriate in the circumstances, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective determinations. In reaching a decision, the Arbitrator may consider only documents exchanged in discovery between the Parties, testimony explaining the documents and the Parties' written statements and other materials submitted and arguments made by counsel.

(g) No later than thirty (30) days after the Parties each submit their written statements to the Arbitrator, or as otherwise agreed by the Parties, the Arbitrator shall make a determination by selecting the resolution proposed by one of the Parties that as a whole is the most consistent with this Agreement and the most fair and reasonable to the Parties in light of the totality of the circumstances. The Arbitrator shall provide the Parties with a written statement setting forth the basis of the determination in connection therewith, provided that, the Arbitrator shall not have the authority to alter any explicit provision of this Agreement. The decision of the Arbitrator shall be final, binding and conclusive, absent manifest error; judgment on the award may be entered in any court having jurisdiction. Neither Party may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless required by law.

(h) The Parties may, by agreement, modify any time periods specified in this Section 14.1. At any time after the commencement of arbitration, the Parties may agree to suspend the arbitration, for periods not to exceed fourteen (14) days in the aggregate, to attempt to resolve their dispute through negotiation. The Parties shall effectuate such suspension through a joint writing filed with the AAA. Either Party may terminate the suspension at any time by filing with the AAA a writing calling for the arbitration to resume.

14.2 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.

14.3 Injunctive Relief; Cumulative Remedies. Each Party acknowledges that its breach of Section 2.4(f), 3.1(d), 3.1(e), 3.2(a), 8, or 14.5 may cause irreparable injury to the other Party for which monetary damages would not be an adequate remedy, and the other Party will therefore be entitled to

seek injunctive relief (including specific performance) with respect to any such breach or threatened breach without posting a bond or other security as a condition for obtaining any such relief. The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to each Party under this Agreement, at Law, or in equity.

14.4 Severability; No Waiver. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, subject to the remainder of this Section 14.4. Upon a determination by a court or arbitrator having jurisdiction that any term or provision of this Agreement is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. The failure or delay of either Party to exercise any right or remedy provided in this Agreement or to require any performance of any term of this Agreement may not be construed as a waiver, and no single or partial exercise of any right or remedy provided in this Agreement, or the waiver by either Party of any breach of this Agreement, will prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. No waiver of any right, condition, or breach of this Agreement will be effective unless in writing and signed by both Parties.

14.5 Assignment; Illumina Affiliates; Third Party Beneficiaries.

(a) Developer may not assign or transfer this Agreement (including any assignment or transfer (including vesting) by operation of law, and specifically including any merger or other transaction whereby the surviving entity is any entity other than the Developer entity that has executed this Agreement as of the Effective Date), or delegate, sublicense, or subcontract any rights or obligations under this Agreement, other than delegation to the extent expressly permitted in this Agreement, without the prior written consent of Illumina, which consent may be withheld at Illumina's sole discretion.

(b) Illumina may assign or transfer this Agreement, and may delegate, sublicense or subcontract any or all of its rights and obligations under this Agreement, to one or more of its Affiliates. Illumina invoices and other documentation may come from an Illumina Affiliate, and Developer will honor those just as if they came directly from Illumina.

(c) Any delegation, subcontracting, sublicensing, assignment or transfer of this Agreement made in contravention of the terms hereof will be null and void. Subject to the foregoing, this Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns. There are no Third Party beneficiaries to this Agreement and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a Party to this Agreement. The Parties may rescind or terminate this Agreement or vary any of its terms in accordance with their rights under this Agreement and by Law, without the consent of any Third Party.

14.6 Notices. All notices required or permitted under this Agreement will be in writing, in English, and will be deemed received only when: (a) delivered personally; or (b) one day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two days after deposit with a commercial express courier specifying two-day delivery, with written verification of receipt. All notices will be sent to the following or any other address designated by a Party using the procedures set forth in this Section:

If to Illumina:

Illumina, Inc.
5200 Illumina Way
San Diego, CA 92122
Attn: SVP, Corporate Development and
Strategic Planning

With a copy to: Legalnotices@illumina.com

If to Developer:

14.7 Force Majeure. Neither Party will be in breach of this Agreement nor liable for any failure to perform or delay in the performance of this Agreement attributable in whole or in part to any Force Majeure; provided, however, that in each such case the affected Party will use reasonable efforts to avoid such occurrence and to remedy it promptly. The affected Party will give prompt notice of any such cause to the other Party. The affected Party will be excused from such of its obligations as it is disabled from performing during the period of Force Majeure; provided, however, that such affected Party commences and continues to take reasonable and diligent actions to cure such cause. Performance hereunder will be promptly resumed after the applicable Force Majeure event has been remedied. Developer's payment obligations are not affected by this provision except to the extent the Force Majeure affects financial institutions and, as a result, the financial institutions cannot complete the transaction necessary for Developer to satisfy its payment obligations.

14.8 Entire Agreement; Amendment. This Agreement, together with the Supply Agreement, represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the Parties with respect to the Development and Commercialization of the IVD Test Kits. The Parties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation, assurance, or warranty of any Person other than as expressly set out in this Agreement. Each Party agrees that it will have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in this Agreement. Nothing in this Section 14.8 will exclude or limit liability for fraud. No amendment to this Agreement (including changes to any IVD Plan or addition of any IVD Plan) will be effective unless in writing and signed by both Parties.

14.9 Relationship of the Parties. The Parties are independent contractors under this Agreement and nothing in this Agreement may be construed as creating a partnership, joint venture, or agency relationship between the Parties, or as granting either Party the authority to bind or contract any

obligation in the name of the other Party or to make any statements, representations, warranties, or commitments on behalf of the other Party.

14.10 Headings; Interpretation. Sections, titles, and headings in this Agreement are for convenience only and are not intended to affect the meaning or interpretation hereof. Whenever required by the context, the singular term includes the plural, the plural term includes the singular, and the gender of any pronoun includes all genders. As used in this Agreement except as the context may otherwise require, the words "include," "includes," "including," and "such as" are deemed to be followed by "without limitation" or "but not limited to," whether or not they are in fact followed by such words or similar words, and "will" and "shall" are used synonymously. Except as otherwise expressly provided, "discretion" means sole and absolute discretion. Except as expressly stated, any reference to "days" will be to calendar days, any reference to "calendar month" will be to the month and not a 30 day period, and any reference to "calendar quarter" will mean the first three calendar months of the year, the fourth through sixth calendar months of the year, the seventh through ninth calendar months of the year, and the last three calendar months of the year. Whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on, or any notice is deemed to be given on, a non-Business Day, the Party having such right or obligation will have until 5:00 pm PST on the next succeeding Business Day to exercise such right or to discharge such obligation or the Party giving notice will be deemed to have given notice on the next succeeding Business Day. No usage of trade, course of performance, or other regular practice between the Parties may be used to alter the terms and conditions of this Agreement. Unless otherwise expressly provided in this Agreement, any agreement, instrument, or statute defined or referred to means such agreement, instrument, or statute as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement.

14.11 Legal Compliance. Nothing in this Agreement is intended, or should be interpreted, to prevent either Party from complying with, or to require a Party to violate, any applicable Law. Should either Party reasonably conclude that any portion of this Agreement is or may be in violation of a change in a Law made after the Effective Date, or if any such change or proposed change would materially alter the amount or method of compensating Illumina for services performed for, or Revenue Share owed by, Developer, or would materially increase the cost of Illumina's performance hereunder, the Parties agree to negotiate in good faith written modifications to this Agreement as may be necessary to establish compliance with such changes, and to reflect applicable changes in compensation warranted by such legal changes, with any mutually agreed upon modifications added to this Agreement by written amendment in accordance with Section 14.8 of this Agreement.

14.12 Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by

PDF or other electronic transmission will be effective as delivery of a manually executed original counterpart of this Agreement. The Parties agree that the execution of this Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software, will have the same legal force and effect as the exchange of original signatures.

14.13 Costs. Except as expressly provided in this Agreement, each Party will pay its own costs incurred in connection with the negotiation, preparation, execution, and performance under this Agreement and any documents referred to in it.

14.14 Non-Exclusive Relationship. Each Party acknowledges and agrees that, during the Term and thereafter, nothing in this Agreement will create any form of exclusive relationship between the Parties with respect to the subject matter of this Agreement.

14.15 Further Assurances. Each Party will execute and deliver such further documents and take such further actions as the other Party may reasonably request to evidence and implement the provisions and intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
IVD TEST KIT AGREEMENT – ALL PLATFORMS

ILLUMINA	Developer
Illumina, Inc.	_____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

PUBLIC

EXHIBIT A

IVD PLANS

EXHIBIT B

MILESTONE PAYMENTS

Developer will pay to Illumina the following Milestone Payments upon achievement of the corresponding milestones.

- Tech Access Fee: $25,000,000, paid one-time only, within five Business Days of the Effective Date; provided that this amount will be reduced by the amount of any Tech Access Fees that Developer has already paid to Illumina under a NextSeqDx-only or NovaSeqDx-only IVD Kit Agreement.
- Development Milestone Payments (per IVD Test Kit):
    a. NextSeq 550Dx: $1,000,000 total per IVD Test Kit
    b. NovaSeqDx: $5,000,000 total per IVD Test Kit
    c. Should a new IVD Hardware be introduced, the Development Milestone Payments per IVD Test Kit will be reasonable and based on throughput and other capabilities of the new IVD Hardware.

    In each case, 50% of the total amount will be due upon Developer's acceptance of the LRM Software Module for the IVD Test Kit (which may not be unreasonably withheld, conditioned, or delayed) and the remaining 50% will be due upon the first Regulatory Approval of the IVD Test Kit (in any jurisdiction).

    After 5 IVD Test Kits on one IVD Hardware platform, total Development Milestone Payments per IVD Test Kit will be reduced by 50% for subsequent IVD Test Kits on that IVD Hardware platform.
- Upon any Change in Control of Developer, Developer will notify Illumina within five Business Days and will pay Illumina the following amount within 30 days of receiving an invoice from Illumina: $2,000,000.

EXHIBIT C

CURRENT REGULATORY APPROVALS

NextSeqDx:

1. Australia
2. Austria
3. Belgium
4. Brazil
5. Bulgaria
6. Canada
7. Chile
8. China
9. Cyprus
10. Czech Republic
11. Denmark
12. Estonia
13. Finland
14. France
15. Germany
16. Hungary
17. Iceland
18. Ireland
19. Israel
20. Italy
21. Japan
22. Latvia
23. Liechtenstein
24. Lithuania
25. Luxembourg
26. Malta
27. Mongolia
28. Morocco
29. New Zealand
30. Norway
31. Philippines
32. Poland
33. Portugal
34. Puerto Rico
35. Romania
36. Russia
37. Singapore
38. Slovenia
39. South Africa
40. South Korea
41. Spain
42. Sweden
43. Switzerland
44. Thailand
45. The Netherlands
46. Turkey
47. United Arab Emirates
48. United Kingdom
49. United States
50. Vietnam

EXHIBIT D
ILLUMINA REGULATORY AND SAFETY COMPLIANCE RIDER

In performing under the attached agreement (the "**Agreement**") with Illumina, Inc. and/or its Affiliate(s) (referred to below as "**Illumina**") the contracting party (referred to below as "**Contractor**") will comply with the following provisions, to the extent applicable. To the extent Contractor is permitted to retain subcontractors in the performance of the Agreement as applicable, Contractor will ensure that its subcontractors comply with the following provisions, to the extent applicable, and the breach of any provision below by a subcontractor will constitute a breach of the Agreement by Contractor.

Export Compliance. Contractor shall comply with all applicable export control laws with respect to the export of or re-export of technical data and products that are the subject of the Agreement. Each party agrees to determine and secure in advance of any export, any and all licenses and permits as may be required or reasonably required in order to export or re-export the products or technical data used in connection therewith. Contractor shall notify Illumina in writing if any product or technical data provided hereunder is or becomes the subject of export control laws, including those of the United States, such that it may require an export license.

Integrity Clause. All corruption, extortion and embezzlement are prohibited. Contractor shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Contractor shall conduct its business consistent with fair and vigorous competition and in compliance with all antitrust laws. Contractor shall employ fair business practices, including accurate and truthful advertising. Contractor represents and warrants that in connection with its performance under the Agreement it complies with all applicable laws and regulations including those relating to sustainable development and social responsibility such as regulations prohibiting child labor, bribes, the granting of illegal advantages, and fair employment practices. Contractor shall neither use forced, bonded, indentured or voluntary prison labor nor child labor.

Personal Data Privacy. In the course of performance under the Agreement, Contractor may receive personal information that includes, without limitation, business contact information of customers and employees of Illumina and Illumina's Affiliates (collectively "**Personal Data**"). In the event Contractor receives any Personal Data under the Agreement, Contractor shall protect Personal Data when transferring, using, and processing Personal Data as follows: Contractor shall: (i) provide notice about how Contractor will protect and use Personal Data and provide, upon request, the affected individuals with appropriate options on how to receive such notices; (ii) not transfer Personal Data to any third party without Illumina's express prior written consent; (iii) provide individuals with reasonable access to their Personal Data as requested by Illumina; (iv) take all reasonable security precautions to protect Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction; and (v) take all reasonable steps to ensure Personal Data is reliable for its intended use when Contractor will be using or processing Personal Data or transferring to a third party that will be using or processing Personal Data.

EXHIBIT E
Commercialization Plans

EXHIBIT F
Support Plans

PUBLIC

Exhibit D

IVD TEST KIT AGREEMENT – NEXTSEQ 550DX

This IVD Test Kit Agreement (this "**Agreement**") is effective as of the Effective Date and is made by and between Illumina, Inc. ("**Illumina**") and _____ ("**Developer**"). Illumina and Developer may be referred to each individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Developer desires to Develop and Commercialize up to three in vitro diagnostic test kits for use on Illumina's NextSeq 550Dx sequencing instrument. These test kits will: (a) include target enrichment and library preparation components and off-instrument software Developed by Developer; and (b) use nucleic acid core sequencing consumables and on-instrument software provided by Illumina; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following capitalized terms will have the following meanings:

1.1 "**Acceptance Period**" is defined in Section 2.4(a).

1.2 "**Advisors**" means, with respect to a Party, its and its Affiliates' attorneys, accountants, financial advisors, and other similar professional advisors.

1.3 "**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such first Person for so long as such other Person controls, is controlled by, or is under common control with such first Person. For purposes of this definition "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management of a Person, whether through ownership interests, by contract, or otherwise. Without limiting the generality of the foregoing, a Person will be deemed to control any other Person in which it owns, directly or indirectly, more than 50% of the outstanding shares, stock, securities or other ownership interests of such Person.

1.4 "**Business Day**" means all days other than Saturdays, Sundays, or a national holiday recognized in the United States.

1.5 "**Change Period**" means the period of time beginning on the Effective Date and ending on the date ten years after the GRAIL Closing Date. Illumina will ensure that all parties who have entered into similar agreements with Illumina to develop distributable in vitro diagnostic test kits for use with the IVD Hardware in the Field have the same Change Period for the IVD Hardware, including any extensions to the Change Period Illumina may make from time to time.

1.6 "**Claims**" is defined in Section 9.1.

1.7 "**Commercialization**" (and its corollaries) means those activities directed to the selling, marketing, and promotion of a product, including manufacturing, marketing, promoting, transporting, distributing, selling, and supporting of such product.

1.8 "**Control**" or "**Controlled**" means, with respect to any IP, possession of the right, whether directly or indirectly, and whether by ownership, license, or otherwise, to grant access, a license or sublicense, or other right to or under such IP as provided for herein, without obtaining the consent of any Third Party, violating the terms of any written agreement with any Third Party, or incurring any financial or other material obligation to any Third Party. Notwithstanding the foregoing, if a Party is acquired by a Third Party, whether by merger, acquisition, sale of assets, or otherwise, in no event will any IP rights of such Third Party or its Affiliates be deemed Controlled by the acquired Party or otherwise be deemed part of the acquired Party's Background IP.

1.9 "**Converter Software**" means BCL to FASTQ conversion software or any future similar software generally made commercially available by Illumina that converts IVD Hardware data output to a different format for subsequent analysis.

1.10 "**Confidential Information**" means all information and know-how and any tangible embodiments thereof provided by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Affiliates in the course of performing under this Agreement, whether disclosed in writing, verbally, or otherwise, that is identified or marked as "Confidential" (or with similar language) or should reasonably be ascertained to be confidential, either because of the circumstances of disclosure or the nature of the information itself. Confidential Information may include data, knowledge, practices, processes, ideas, research plans, formulations, manufacturing techniques, marketing and business plans, financial information, personnel information, and other information relating to the Disclosing Party or its Affiliates or to its or its Affiliates' present or future products, sales, suppliers, customers, employees, or business; provided however that Confidential Information specifically excludes any information that:

(a) at the time of disclosure is generally available to the public;

(b) after disclosure becomes generally available to the public by publication or otherwise through no fault of the Receiving Party or its Representatives or Advisors;

(c) the Receiving Party can demonstrate was in its possession or in the possession of its Representatives before disclosure by the Disclosing Party and which was not acquired, directly or indirectly, from the Disclosing Party or its Representatives, and which is held by the Receiving Party free of any obligation of confidence to any Third Party;

(d) the Receiving Party can demonstrate was received by it after the time of disclosure by the Disclosing Party from a Third Party who had a lawful right to disclose it to the Receiving Party and who did not require the Receiving Party to hold it in confidence; or

(e) the Receiving Party can demonstrate was generated by or for the Receiving Party or its Representatives without any use of or reference to the Disclosing Party's Confidential Information or violation of this Agreement, as evidenced by contemporaneous written records;

in each case, even if such information is specifically designated as Confidential Information in this Agreement.

1.11 "**Customer**" means an end-user purchaser of an IVD Test Kit.

1.12 "**Developer Analysis Software**" means off-instrument analysis, interpretation, and reporting software Developed and Commercialized by Developer or its Affiliates that will accept standard sequencing output files generated by the IVD Hardware (as converted by Converter Software if specified in the IVD Plan).

1.13 **"Developer Indemnitees**" is defined in Section 9.2.

1.14 "**Development**" (and its corollaries) means those activities directed to the development of a product, including research, development, verification, qualification, and validation. With respect to an IVD Test Kit, "Development" also includes all activities relating to seeking, obtaining, and maintaining Regulatory Approval.

1.15 "**Disclosing Party**" means a Party who discloses (or whose Representative or Advisor discloses) its Confidential Information to the other Party.

1.16 "**Dispute**" is defined in Section 13.1.

1.17 "**Distributor**" means a Third Party authorized by Developer to purchase IVD Test Kits from Developer or its Affiliate and re-sell those IVD Test Kits to Customers.

1.18 "**Effective Date**" means (a) the GRAIL Closing Date if this Agreement is signed before the GRAIL Closing Date, or (b) the date of last signature below if this Agreement is signed after the GRAIL Closing Date. This Agreement will not be effective unless and until the GRAIL Transaction closes, regardless of the date of signing.

1.19 "**EMA**" means the European Medicines Agency, or any successor thereto.

1.20 **"FDA"** means the United States Food and Drug Administration, or any successor thereto.

1.21 "**Field**" means genetic testing of human samples in the field of oncology, including risk assessment, predisposition, screening, diagnosis, staging, prognosis, prediction, monitoring, and treatment selection; provided, however, that the Field does not include: (a) WGS Assays; (b) forensic testing; (c) non-invasive prenatal testing; (d) pre-implantation genetic screening of embryos or pre-implantation genetic diagnosis of embryos; or (e) human leukocyte antigen testing in connection with transplantation. As used above, "forensic testing" specifically includes without limitation all testing for

(i) legal evidence analysis, (ii) mass disaster, missing persons and unidentified human remains identifications, (iii) parentage determination, (iv) kinship analysis (including for twins), (v) forensic phenotyping, (vi) generation of leads in an investigation, including intelligence and data collection regarding suspected possession, transfer and use of bioweapons in response to a specific bioterror threat or tip, (vii) body fluid, tissue identification, and epigenetic analyses for crime context information, and (viii) investigation of criminal acts using microbes, human metagenomics signatures at crime scenes, including acts of bioterror and biowarfare, traces of human movement via nonhuman DNA, estimation of postmortem interval (PMI, necrobiome), molecular autopsy, or sudden death investigation. As used above, "non-invasive prenatal testing" specifically includes without limitation all testing of nucleic acids of fetal or placental origin present in maternal tissue (including maternal blood and blood components).

1.22 "**Force Majeure**" means any cause beyond such Party's reasonable control and without its fault or negligence, which for example may include fire, flood, tornado, earthquake, hurricane, lightning, pandemic, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, embargo, acts of government (including injunctions), labor shortages or disputes, material or equipment shortages, transportation difficulties, and interruption or failure of any utility service or equipment.

1.23 "**GAAP**" means generally accepted accounting principles in the United States at the time in question.

1.24 "**GRAIL Closing Date**" means the closing date of Illumina's proposed acquisition of GRAIL, Inc. pursuant to the Agreement and Plan of Merger, dated September 20, 2020 (as amended on February 4, 2021 by the Amendment to the Agreement and Plan of Merger), among Illumina, Grail, SDG Ops, Inc., a Delaware corporation and direct, wholly owned subsidiary of Illumina, and SDG Ops, LLC, a Delaware limited liability company and direct, wholly owned subsidiary of Illumina (the "**GRAIL Transaction**").

1.25 "**Illumina Core IP**" means the IP Controlled by Illumina as of the date the IVD Hardware or Sequencing Consumable ships to Developer, that pertains to or covers aspects or features of the IVD Hardware or Sequencing Consumable (or use thereof) that are common to the IVD Hardware or Sequencing Consumable in all applications and all fields of use, but does not include IP that pertains to or covers aspects or features of the IVD Hardware or Sequencing Consumable (or use thereof) only with regard to specific field(s) or specific application(s).

1.26 **"Illumina Indemnitees**" is defined in Section 9.1.

1.27 "**IP**" means all rights in patent, copyrights (including rights in computer software), trade secrets, know-how, trademark, service mark and trade dress rights and other industrial or intellectual property rights under the laws of any jurisdiction, whether registered or not and including all applications therefor and registrations thereto.

1.28 "**IVD Hardware**" means Illumina's NextSeq 550Dx diagnostic sequencing instrument.

1.29 "**IVD Plan**" means, with respect to each IVD Test Kit, the written plan agreed upon by the Parties describing the activities to be undertaken by the Parties to enable Developer to Develop such IVD Test Kit in accordance with this Agreement. Each IVD Plan will include at least: (a) the composition and configuration of the subject IVD Test Kit and the Sequencing Consumables and IVD Hardware to be used in the subject IVD System; (b) the planned activities and timelines for the Development of the IVD Test Kit and IVD System (including the LRM Software Module) to the extent involving or impacting Illumina; (c) the intended use statement for the IVD Test Kit; and (d) any Illumina consulting activities or obligations. Each IVD Test Kit will be described in an IVD Plan. Each reference to "the IVD Plan" in this Agreement refers to the applicable IVD Plan relating to the subject IVD Test Kit.

1.30 "**IVD System**" means a complete in vitro diagnostic system consisting of: (a) IVD Hardware; (b) Sequencing Consumables; (c) the LRM Software Module; (d) an IVD Test Kit; and (e) any Other IVD System Components as may be specified in the applicable IVD Plan. Each IVD System will be described in more detail in the applicable IVD Plan.

1.31 "**IVD Test Kit**" means a kitted nucleic acid sequencing assay Developed by Developer as the legal manufacturer under this Agreement for (and receiving Regulatory Approval for) *in vitro* diagnostic use with IVD Hardware, Sequencing Consumables, and an LRM Software Module in an IVD System in the Territory in the Field, consisting generally of assay-specific target enrichment and library preparation components (including panel specific primers), assay-specific run controls, and Developer Analysis Software. Each IVD Test Kit will be described in the applicable IVD Plan. As context requires, "IVD Test Kits" or "an IVD Test Kit" refers to specific unit(s) of an IVD Test Kit. For clarity, (a) each IVD Test Kit is specific to a particular IVD Hardware (and related Sequencing Consumables) and a particular LRM Software Module; if an assay is for use with more than one IVD Hardware (and related Sequencing Consumables) or LRM Software Module, each such version is a unique IVD Test Kit; and (b) if multiple versions of an assay are or would be the subject of separate PMAs or 510(k)s under U.S. law (regardless of the jurisdiction(s) where Regulatory Approvals are actually sought), then each such version is a unique IVD Test Kit; and (c) subject to (a), if two assays are or would be the subject of the same PMA or 510(k), such that the second assay only requires or would require a supplemental filing with the FDA (regardless of the jurisdiction(s) where Regulatory Approvals are actually sought), the two assays will be deemed to be part of the same IVD Test Kit. If any modification to the LRM Software Module is required, Developer will pay Illumina on a time-and-materials basis for any necessary revisions to such LRM Software Module.

1.32 "**Law**" means: (a) all statutes, regulations, ordinances, and directives and applicable policies, rules, or orders made or given by a governmental authority or Regulatory Authority that, in each case, are binding on a Party as a matter of law; (b) common law and the law of equity as applicable to a Party; (c) court orders, judgments, or decrees that are binding upon a Party; and (d) industry codes of practice, policies, or standards in each case to the extent enforceable against a Party by a governmental authority or Regulatory Authority as law.

1.33 "**Losses**" is defined in Section 9.1.

1.34 "**LRM Software Module**" means a test execution software module that enables an IVD Test Kit to be executed on the IVD Hardware, together with Converter Software if necessary and specified in the IVD Plan, whether or not the Converter Software is part of the LRM Software Module or separate. As of the Effective Date, the LRM Software Module is currently an on-IVD Hardware local run manager software module, but the Parties acknowledge that in the future the IVD Hardware may use different software to accomplish similar functionality, which software will constitute the LRM Software Module

1.35 "**MHRA**" means the Medicines and Healthcare Products Regulatory Agency, or any successor thereto.

1.36 "**Milestone Payments**" is defined in Section 5.1.

1.37 "**Net Sales**" means, with respect to an IVD Test Kit, the gross amount charged (in any manner) by or on behalf of Developer or its Affiliates for the arm's length sale, transfer, or other disposition of an IVD Test Kit to a Customer or Distributor (as further specified below) less the following items to the extent reasonable and actually paid, taken, or incurred with respect to such sale, transfer, or other disposition, all in accordance with standard allocation procedures, allowance methodologies, and accounting methods consistently applied, in accordance with GAAP (except as otherwise provided below):

(a) credits or allowances for returns, rejections, recalls, or billing corrections;

(b) separately itemized freight, postage, shipping, handling, and insurance, and other transportation and importation costs;

(c) separately itemized sales, use, value added, medical device excise, and other similar taxes (excluding income taxes), tariffs, customs duties, surcharges and other governmental charges levied on the production, sale, transportation, delivery or use of the IVD Test Kit in the Territory that are incurred at time of sale or are directly related to the sale and are actually paid; and

(d) any quantity, cash, or other trade discounts, rebates, refunds, or charge backs.

No deductions may be made for sales commissions (or similar payments) or collection costs.

Developer's sale, transfer, or other disposition of an IVD Test Kit to an Affiliate, or the sale, transfer, or other disposition between Affiliates, will not be included in Net Sales unless such sale, transfer, or other disposition is to an Affiliate end-user for the performance of a Subject Test (in which case Net Sales for such Subject Test will be determined as follows). If Developer or its Affiliate uses an IVD Test Kit to perform a Subject Test, such use will be deemed a sale of the IVD Test Kit and Net Sales from such sale will equal the average Net Sales from the arm's length sale of the IVD Test Kit used in the performance of such Subject Test in the country from which the tested sample originated during the same Reporting Period, or if there is no such average value, the average Net Sales from the arm's length sale of the IVD Test Kit in similar markets (or if there are no similar markets, in all markets) during the same Reporting Period. For the avoidance of doubt, the gross amount charged by Affiliates to Customers or Distributors for sale, transfer, or other disposition of an IVD Test Kit is included in Net

Sales.

If Developer or its Affiliate directly or indirectly charges any amount to a Distributor or Customer for access to an LRM Software Module of any kind (in excess of what is charged for the IVD Test Kit and already included in Net Sales), such amount will be included in the Net Sales for the related IVD Test Kit.

In the event that any IVD Test Kit is sold, transferred, or otherwise disposed of in combination with one or more products which are themselves not an IVD Test Kit (or component thereof) ("**Other Products**"), for a single price (a "**Combination Product**"), the Net Sales for such IVD Test Kit will be calculated by multiplying the sales price of such Combination Product by the fraction A/(A+B) where A is the standard published list price of the IVD Test Kit and B is the standard published list price of the Other Products, in each case in the country where the Combination Product was sold, transferred, or otherwise disposed of. If a standard published list price for either the IVD Test Kit or the Other Products is not available, Developer will notify Illumina at least 60 days before the launch of the IVD Test Kit in the applicable country and the Parties will in good faith negotiate an appropriate and reasonable fair market value to represent list price.

If an IVD Test Kit is sold, transferred, or otherwise disposed of in a manner that is not an arm's-length transaction (including without limitation, transactions with related parties, transactions made under duress or threat of litigation, transactions made for no consideration, and transactions made pursuant to a collaboration, joint venture, or similar relationship), or for non-monetary consideration, then Net Sales for such transaction will equal the average Net Sales from the arm's length sale of such IVD Test Kit in the same country during the same Reporting Period.

If, in any case, (x) there is not sufficient information available to reasonably determine Net Sales, (y) Developer employs a method or structure for Commercializing the IVD Test Kits that does not reasonably fit the above calculations or does not result in a reasonable Net Sales calculation, or (z) the nature of the applicable technology or market significantly changes such that the above calculations do not result in a reasonable Net Sales calculation, Illumina and Developer will negotiate in good faith an appropriate and reasonable Net Sales value.

1.38 "**NMPA**" means the National Medical Products Administration, or any successor thereto.

1.39 "**Other IP**" is defined in Section 6.6(a).

1.40 "**Other IVD System Components**" means instruments, reagents, and other components other than an IVD Test Kit, IVD Hardware, Sequencing Consumables, and LRM Software Module, that are specified in the IVD Plan to be Developed and Commercialized by Developer as part of the IVD System.

1.41 "**Person**" means an individual or firm, trust, corporation, partnership, joint venture (whether entity-based or by contract), limited liability company, association, unincorporated organization, or other legal or governmental entity.

1.42 "**PMDA**" means the Japan Pharmaceuticals and Medical Devices Agency, or any successor thereto.

1.43 "**Receiving Party**" means a Party who receives Confidential Information from the other Party or its Representatives or Advisors.

1.44 "**Regulatory Approval**" means all approvals, licenses, consents, authorizations, clearances and CE-IVD marking (including self-certification when applicable) from applicable Regulatory Authorities required to Commercialize the IVD Test Kit (together with the LRM Software Module), IVD System, Sequencing Consumables, or IVD Hardware (as the context requires) in a given jurisdiction.

1.45 "**Regulatory Authority**" means any national, supranational, regional, state or local regulatory agency, administration, department, bureau, commission, council or other governmental entity including the FDA, the EMA, the PMDA, the NMPA, the MHRA and any notified body or other equivalent entity, involved in the granting or receipt of Regulatory Approvals.

1.46 "**Reporting Period**" is defined in Section 5.3.

1.47 "**Representatives**" means, with respect to a Party, its Affiliates, and such Party's and its Affiliates' respective directors, officers, employees, contractors, consultants, Subcontractors and agents.

1.48 "**Revenue Share**" is defined in Section 5.2.

1.49 "**Sequencing Consumables**" means the Illumina diagnostic core sequencing consumables specified in the applicable IVD Plan for each IVD Test Kit.

1.50 "**Subcontractor**" means a Third Party (including a Distributor) to which Developer has subcontracted any of its Development or Commercialization obligations under this Agreement in accordance with, and to the extent permitted under, the terms and conditions of this Agreement.

1.51 "**Subject Test**" means a genetic test performed by or on behalf of Developer or its Affiliate using an IVD Test Kit to test samples in exchange for payment.

1.52 "**Supply Agreement**" means the Supply Agreement entered into by the Parties on _____.

1.53 "**Term**" is defined in Section 11.1.

1.54 "**Territory**" means, for each IVD Test Kit, the jurisdiction(s) specified in the IVD Plan in which Developer will seek Regulatory Approval and Commercialize the IVD Test Kit, which jurisdiction(s) may include any jurisdiction(s) worldwide where the IVD Hardware has the appropriate Regulatory Approval.

1.55 "**Third Party**" means any party other than: (a) Developer or any of its Affiliates; or (b) Illumina or any of its Affiliates.

1.56 "**Third Party IP**" means any IP owned or controlled by a Third Party.

1.57 "**Withholding**" is defined in Section 5.6.

1.58 "**WGS Assay**" means an assay that sequences all or substantially all of the genome to a depth greater than 10x and reports information concerning nucleotide base calls or variants in nucleotide sequence, structure, or copy number; provided, however, that WGS Assay does not include any such assay that reports only genome-wide signals such as (a) DNA fragmentation patterns or (b) nucleotide base modification such as methylations.

2. DEVELOPMENT OF IVD TEST KITS

2.1 Development of the IVD Test Kits.

(a) From time to time throughout the Term, Developer will submit to Illumina written proposals for IVD Plans concerning IVD Test Kits to be Developed under this Agreement for Illumina's review and approval. Developer may Develop up to three IVD Test Kits under this Agreement. The Parties will in good faith negotiate commercially reasonable terms (e.g. with respect to timelines, territory, regulatory activities, etc.) for each proposed IVD Plan. Illumina may not unreasonably reject any proposed IVD Plan.

(i) Without limiting Illumina's right to reasonably reject any proposed IVD Plan, Illumina may reject, in its discretion, any proposed IVD Plan that: (A) is reasonably likely to cause Illumina or its Affiliate not to comply with Law, or result in a breach of any agreement or other arrangement to which Illumina or its Affiliate is a party, (B) would result in an IVD Test Kit that is reasonably likely to be used in a manner that is contrary to ethical guidelines promulgated by established national and international ethical bodies; (C) is reasonably likely to require Illumina to engage in any Development activities after expiration of the Term; (D) is not technologically feasible or would require IVD Hardware or Sequencing Consumables to be used in a manner outside standard, published, specifications or Illumina's standard terms and conditions of sale; (E) is reasonably likely to result in an IVD Test Kit that violates or infringes upon the IP of a Third Party; or (F) requires Illumina to perform activities not contemplated by this Agreement (specifically including any matter set forth in Section 2.3(e) or (f)).

(ii) Upon agreement on the terms of such IVD Plan and execution by the Parties in an amendment to this Agreement pursuant to Section 13.8, each IVD Plan will be incorporated into this Agreement in Exhibit A. An IVD Plan may only be amended by written agreement pursuant to Section 13.8. In the event of any conflict between an IVD Plan and this Agreement, this Agreement will govern and control unless the IVD Plan expressly provides to the contrary.

(b) Developer will use commercially reasonable efforts to Develop, at its sole cost and expense, each IVD Test Kit in accordance with the IVD Plan and will provide to Illumina written reports reasonably summarizing its Development efforts as reasonably requested by Illumina from time to time.

(c) Developer will purchase from Illumina the IVD Hardware and Sequencing Consumables necessary for performance of each IVD Plan pursuant to Section 2.2 below.

(d) Illumina will develop and verify the LRM Software Module for each IVD Test Kit pursuant to the IVD Plan and Section 2.4 below.

(e) Illumina will, subject to Section 2.3, use commercially reasonable efforts to maintain existing Regulatory Approvals, and new Regulatory Approvals once obtained, for each IVD Hardware and related Sequencing Consumables in the Territory, during the applicable Change Period and for five years thereafter, in accordance with the IVD Plan and this Agreement.

(f) Developer will use commercially reasonable efforts to seek, obtain, and maintain Regulatory Approvals for each IVD Test Kit and the corresponding LRM Software Module in the Field in the Territory, in accordance with the IVD Plan and this Agreement.

(g) Illumina will, subject to Section 2.3, provide reasonable consultation with respect to Developer seeking, obtaining, and maintaining Regulatory Approvals for each IVD Test Kit and LRM Software Module in the Field in the Territory during the Term, as requested by Developer.

(h) Illumina will provide reasonable consultation with respect to performance optimization of IVD Test Kits, which consultation will not involve technical Development or testing.

(i) Illumina's Development obligations under this Agreement will be limited to the obligations expressly specified in Sections 2.1(a)-(h) above. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires, or may be construed to require, Illumina or its Affiliates to (A) modify IVD Hardware or Sequencing Consumables or develop new IVD Hardware or Sequencing Consumables; or (B) engage in any technical development or studies with respect to an IVD Test Kit or IVD System, except to the extent necessary to Develop the LRM Software Module as described in Section 2.4.

(j) For clarity, Developer will be solely responsible, at Developer's sole cost and expense, for: (i) Developing each IVD Test Kit; (ii) testing and validating each IVD Test Kit and related LRM Software Module (including analytical or pre-clinical studies, validation studies, stability studies, and clinical studies) in connection with the IVD System; and (iii) preparing and submitting regulatory filings and obtaining Regulatory Approvals for the IVD Test Kit and related LRM Software Module.

2.2 Supply and Purchase of IVD Hardware and Sequencing Consumables. Developer will purchase the IVD Hardware and Sequencing Consumables required to perform each IVD Plan from

Illumina. All IVD Hardware and Sequencing Consumables purchased by Developer for Development of IVD Test Kits under this Agreement will be purchased under the Supply Agreement.

2.3 Regulatory Matters.

(a) The list of current Regulatory Approvals for Illumina's NextSeq 550Dx sequencing instrument as of the Effective Date is attached as Exhibit C. From time to time upon Developer's request, Illumina will provide Developer with an updated list of all Regulatory Approvals obtained for the NextSeq 550Dx.

(b) Developer will own and retain all right, title, and interest in and to all Regulatory Approvals for, and all regulatory documentation covering, the IVD System, other than the IVD Hardware and Sequencing Consumables. Developer will be responsible for all interactions with Regulatory Authorities and will (at its sole cost and expense) prepare all regulatory documentation and submit all regulatory filings to the respective Regulatory Authorities in the Territory with regard to the IVD System other than IVD Hardware and Sequencing Consumables in accordance with the IVD Plan.

(c) Developer will keep Illumina informed of any material regulatory filings and other material regulatory activities related to the IVD Test Kits and related LRM Software Modules to the extent that such information is relevant to Illumina's obligations under this Agreement.

(d) Illumina will own and retain all right, title, and interest in and to all Regulatory Approvals and all regulatory documentation covering the IVD Hardware and related Sequencing Consumables. Illumina will be responsible for all interactions with Regulatory Authorities with regard to the IVD Hardware and related Sequencing Consumables.

(e) Notwithstanding anything to the contrary, Illumina will not be required under this Agreement or any IVD Plan to obtain any Regulatory Approval or to otherwise expand or modify any Regulatory Approval for Sequencing Consumables or IVD Hardware (including any expanded sample type claim or additional Regulatory Approval in any jurisdiction(s)).

(f) Notwithstanding anything to the contrary, Illumina will not be required under this Agreement to provide any regulatory or other support for: (i) site-specific regulatory submissions, site-specific applications, or site-specific registrations before the FDA (or any similar submissions, applications, or registrations before any other Regulatory Authority); (ii) expansions of indications or intended uses of an IVD Test Kit in any field other than the Field; or (iii) Development or Commercialization of an IVD Test Kit outside the Field or the Territory.

(g) The Parties will in good faith consider any guidance and feedback obtained from Regulatory Authorities in response to Developer's attempts to obtain Regulatory Approval for IVD Test Kits and related LRM Software Modules, including guidance and feedback obtained during pre-submission meetings (or foreign equivalent), and if necessary will work together in good faith to negotiate a corresponding amendment to the IVD Plan (e.g., timelines, scope, or limits to support) to

address any such guidance and feedback in a mutually acceptable manner as deemed reasonably necessary by the Parties to address such feedback, subject to Section 2.3(e) and (f).

(h) During the Term, each Party will maintain ISO 13485 and MDSAP Quality Management Certificates applicable to each IVD System and will continue to retain an internationally recognized notified body to conduct all ISO 13485 and MDSAP audits, and any other applicable audits for which a notified body is required.

(i) For the avoidance of doubt, Illumina will be the "Legal Manufacturer" of the IVD Hardware and Sequencing Consumables as that term is defined in the Medical Device Regulation (EU 2017/745) and the In Vitro Diagnostic Regulation (EU 2017/746), and Developer will be the Legal Manufacturer of the IVD Test Kit, LRM Software Module, and Other IVD System Components.

2.4 Development of LRM Software Modules.

(a) Illumina will develop and verify each LRM Software Module pursuant to the IVD Plan in accordance with the specifications agreed upon in the IVD Plan; provided, however, that if an IVD Plan specifies that Developer will provide access to the Converter Software separately from the rest of the LRM Software Module, Developer will be solely responsible for all testing and verification of the Converter Software. Promptly after Developer's receipt of the development version of the LRM Software Module from Illumina, and within the period of time specified in the IVD Plan (the "**Acceptance Period**"), Developer will perform testing of the IVD Test Kit with the LRM Software Module to confirm it meets the specification requirements set forth in the IVD Plan (the "**Acceptance Test**").

(b) If an LRM Software Module fails the Acceptance Test, Developer will promptly notify Illumina. Illumina will use commercially reasonable efforts to remedy the issue and resubmit the LRM Software Module to Developer for a new Acceptance Test, to be completed in accordance with Section 2.4(a). This process will continue until the LRM Software Module passes or is deemed to pass the Acceptance Test.

(c) After successful completion of the Acceptance Test, Illumina will verify that the LRM Software Module meets all of its specified requirements and provide Developer with a software requirement document, software verification protocol, and verification test report. Developer may submit these documents in seeking Regulatory Approval for the IVD Test Kit and LRM Software Module.

(d) Developer will be solely responsible for validating each LRM Software Module and its performance relative to the IVD Test Kit and IVD System. In the event that the validation of the IVD Test Kit and IVD System fails and requires changes to the LRM Software Module, the Parties will negotiate in good faith such changes for such LRM Software Module, and the acceptance and correction provisions of Sections 2.4(a) and (b) will again apply.

(e) As between the Parties, Illumina will retain ownership of the LRM Software Modules and all IP embodied therein or relating thereto. Following Regulatory Approval of each LRM Software Module pursuant to the IVD Plan, or when otherwise specified in the IVD Plan, Illumina will deliver to Developer an executable version of the LRM Software Module wrapped in an installer package, including instructions for installation.

(f) Developer will not receive the source code for any LRM Software Module. Developer may not, directly or indirectly, on its own behalf or by assisting or enabling any Affiliate or Third Party: (i) modify, adapt, improve, translate, reverse engineer, decompile, disassemble, or create derivative works of any LRM Software Module; (ii) attempt to defeat, avoid, by-pass, remove, deactivate, or otherwise circumvent any software protection mechanisms in any LRM Software Module, including without limitation, any such mechanism used to restrict or control the functionality of any LRM Software Module; or (iii) attempt to access or derive the source code or the underlying ideas, algorithms, structure, or organization form of any LRM Software Module.

2.5 Modification and Termination of IVD Plans.

(a) If at any time Illumina contends it is not reasonable to continue performing under an IVD Plan (including for the reasons set forth in Section 2.1(a)(i) above), or that an IVD Plan or either Party's performance thereunder is contrary to the terms and conditions of this Agreement, the Parties will in good faith discuss and negotiate potential amendments to the IVD Plan or modifications to the Parties' activities under the IVD Plan in order to address such belief. Notwithstanding anything to the contrary, Illumina will not be required to perform activities with respect to an IVD Plan described in Section 2.1(a)(i).

(b) Developer may in its discretion terminate an IVD Plan for any or no reason without terminating the rest of this Agreement by providing 30 days prior written notice to Illumina. If Developer terminates an IVD Plan: (i) the Parties will promptly negotiate in good faith a close-out plan; and (ii) each Party will cease performing all work not necessary for the orderly close-out of the IVD Plan or for the fulfillment of any regulatory requirements required by applicable Law to terminate the Project.

3. COMMERCIALIZATION OF IVD TEST KITS

3.1 Commercialization and Support.

(a) During the Term, Developer will use commercially reasonable efforts to: (i) Commercialize each IVD Test Kit and distribute the LRM Software Module for use with each IVD Test Kit in the Territory; (ii) provide product support and technical support for each IVD Test Kit and LRM Software Module in a manner consistent with industry standards; and (iii) promptly refer to Illumina all support inquiries which Developer has reasonably determined to be caused by, or directed to, the IVD Hardware or Sequencing Consumables. For clarity, except to the extent expressly provided in this Agreement, Developer will be solely responsible, at Developer's sole cost and expense, for

Commercializing the IVD Test Kit and distributing the related LRM Software Module to its Customers for use with the IVD System.

(b) During the Term, Illumina will use commercially reasonable efforts to: (i) provide product support and technical support for the IVD Hardware and Sequencing Consumables in the Territory, including providing support to Developer's Customers, in accordance with its standard warranty and customer service practices; (ii) provide second-tier product and technical support for the LRM Software Module to Developer; and (iii) promptly refer to Developer all support inquiries which Illumina has reasonably determined to be caused by, or directed to, an IVD Test Kit or LRM Software Module. Developer will advise Customers that they may purchase the IVD Hardware and Sequencing Consumables from Illumina. During the Change Period, Illumina will sell IVD Hardware and Sequencing Consumables to Customers in the Territory (directly or indirectly through its Affiliates and authorized distributors) in accordance with Illumina's standard sales practices. Illumina will use commercially reasonable efforts to continue selling Sequencing Consumables to Customers in the Territory (directly or indirectly through its Affiliates and authorized distributors) in accordance with Illumina's standard sales practices for an additional five years after the Change Period.

(c) Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Developer may: (i) use Subcontractors to Develop IVD Test Kits on Developer's behalf; (ii) use Distributors to purchase and resell IVD Test Kits on Developer's behalf; and (iii) use Affiliates to Develop and Commercialize IVD Test Kits on Developer's behalf; in each case ((i)-(iii)) in the ordinary course of business; provided that: (iv) Developer will be responsible for all acts and omissions of such Subcontractors and Affiliates; (v) Developer will be liable for all acts and omissions of such Subcontractors or Affiliates that constitute a breach of this Agreement, or that would constitute a breach of this Agreement if performed (or not performed) by Developer, and such acts and omissions will constitute Developer's breach of this Agreement; and (vi) without limiting the generality of the foregoing, for each such subcontract, Developer will include in its subcontract a right for Illumina to audit the books, records, data or other information of such Subcontractor to confirm compliance with the terms and conditions of this Agreement.

(d) Developer and its Affiliates may sell, transfer, or otherwise dispose of IVD Test Kits only to Affiliates, Distributors, and Customers, and only in the ordinary course of business. Affiliates and Distributors may sell, transfer, or otherwise dispose of IVD Test Kits only to Customers, and only in the ordinary course of business. Developer and its Affiliates and Distributors may not attempt to circumvent or reduce Revenue Share payable to Illumina by entering into any arrangement not in the ordinary course of business, including sham arrangements, straw man arrangements, or other arrangements with the intent of, or having a primary purpose of, avoiding or reducing Revenue Share payable to Illumina.

(e) IVD Test Kits and LRM Software Modules may be Commercialized only under a Developer-owned brand and not as a private label or "white label" for any Person other than Developer or its Affiliate or under any original equipment manufacturer (OEM) arrangement. Without limiting the foregoing, Developer and its Affiliates may not Develop or Commercialize any IVD Test Kit or distribute any LRM Software Module on behalf of any other Person or otherwise act in any manner

that implies the source of any IVD Test Kit or LRM Software Module is Person other than Developer or its Affiliate.

3.2 Commercialization of LRM Software Modules.

(a) Developer is solely responsible for distributing each LRM Software Module to its Customers pursuant to the rights granted in Section 6.3. Without limiting the generality of the foregoing, Developer is solely responsible for: (i) providing each LRM Software Module to its Customers, by distributing the installer package or installing the LRM Software Module; and (ii) except to the limited extent expressly set forth in Section 3.2(b) below, supporting each LRM Software Module and its Customers' use of each LRM Software Module. Developer will use and distribute the installer package for the LRM Software Modules only for the purposes expressly authorized under this Agreement. For clarity, Developer and its Distributors may only install, or allow its Customers to install, the LRM Software Module on the IVD Hardware for which it was designed, and for use with the IVD Test Kit for which it was designed, as specified in the IVD Plan.

(b) Following the passing of the Acceptance Test and verification of each LRM Software Module pursuant to the IVD Plan:

(i) if, during the Change Period, either Party identifies any malfunction in the LRM Software Module that interferes with the functionality of the LRM Software Module and other similar software modules developed for Developer or Illumina's other Third Party *in vitro* diagnostic test kit developers for use with the IVD Hardware, such Party will notify the other, and Illumina will, at Illumina's cost, use commercially reasonable efforts to remedy such malfunction and deliver to Developer a new version of the LRM Software Module (for distribution to its Customers pursuant to this Section 3.2) within a commercially reasonable period of time, subject to the Acceptance Test process set forth in Section 2.4(a);

(ii) if, during or after the Change Period, either Party identifies any other malfunction in the LRM Software Module (not otherwise covered by Section 3.2(b)(i)) that interferes with the functionality of the LRM Software Module, the Parties will negotiate in good faith the terms under which Illumina may remedy such malfunction; and

(iii) if Developer desires that Illumina provide any fixes, enhancements, modifications, or improvements to the LRM Software Module not addressed by Section 3.2(b)(i) or (ii) the Parties will negotiate in good faith the terms under which Illumina may perform such work at Illumina's discretion.

(c) For clarity, Illumina will not be required to provide any enhancements, modifications, fixes, or improvements to any LRM Software Module except to the limited extent set forth in Section 3.2(b) above.

(d) As of the Effective Date, the LRM Software Module is an on-IVD Hardware local run manager software module, but the Parties acknowledge that in the future the IVD Hardware may use

different software to accomplish similar functionality, which software will constitute the LRM Software Module. If the terms and conditions of this Agreement with respect to LRM Software Modules do not reasonably accommodate future LRM Software Modules, or if the application of those terms and conditions to such future LRM Software Modules leads to results that materially differ from the intent and effect of the terms and conditions of this Agreement with respect to LRM Software Modules, the Parties will in good faith negotiate replacement terms with respect to such future LRM Software Modules that match the intent and effect of the terms and conditions of this agreement with respect to LRM Software Modules as closely as is reasonably possible.

3.3 Insurance. During the Term and for five years thereafter, Developer and Illumina will each self-insure or maintain, at its sole expense, commercial and product liability insurance relating to its components of the IVD Systems that is comparable in type and amount to the insurance customarily maintained by such Party with respect to similar products that are Commercialized in the applicable Territory.

4. QUALITY

4.1 Routine Quality Audits. During the Term, Illumina agrees to allow Developer (at Developer's sole expense) to audit Illumina's operations that pertain to Sequencing Consumables, IVD Hardware, and LRM Software Modules, upon 60 days' prior written notice, during normal business hours, no more often than once per calendar year only to the extent necessary to satisfy Developer's obligations under applicable Law and regulatory requirements. The locations, times, dates, scope, and goals for such audits must be reasonably agreed upon in writing by the Parties before commencement of the audit.

4.2 For-Cause Quality Audits. During the Term, Developer will have the right to audit Illumina's facilities and records that pertain to Sequencing Consumables, IVD Hardware, and LRM Software Modules upon 30 days' prior written notice, during normal business hours, related specifically to a formal supplier corrective action request (SCAR) previously issued by Developer associated with the scope and corrective actions associated with said SCAR.

4.3 Process. Developer will comply with all of Illumina's reasonable security and safety policies when conducting any audit pursuant to Sections 4.1 or 4.2. All information learned by Developer in the course of such audit is Illumina Confidential Information. If requested by Illumina, Developer will ensure that any person conducting the audit sign Illumina's confidentiality agreement before conducting such audit; provided that the terms thereof are substantially similar to the confidentiality obligations in this Agreement. Developer will provide Illumina written copies of all findings of any such audit within 30 days of completion of the audit.

4.4 Product Changes and Discontinuance.

(a) Planned Changes. Illumina acknowledges that planned changes to, or discontinuations of, IVD Hardware, Sequencing Consumables, or LRM Software Modules may incur costs and risks for both Parties and will only be considered during the Change Period with a commercially reasonable rationale and justification. Illumina will provide Developer with written notice of any major planned

changes to, or discontinuation of, any IVD Hardware, Sequencing Consumable, or LRM Software Modules during the Change Period at least six months before making such a change, or twelve months before a discontinuation, in order to allow Developer to plan accordingly. As used in this paragraph and in (b) below, a "major" change is a change that Illumina reasonably expects to require Developer to make a filing or submission to any Regulatory Authority in connection with obtaining or maintaining Regulatory Approval for the IVD Test Kit. If Illumina reasonably determines that such a change would require Developer to submit an "180 Day Supplement" to the FDA (as defined in 737(4)(c) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 379i(4)(c)), or a similar filing in any other applicable jurisdiction, such that the six or twelve month notice period described above would not allow Developer sufficient time to generate data required for such 180 Day Supplement, Illumina will use commercially reasonable efforts to provide notice sufficiently in advance of such change to enable Developer to generate such data, and will work in good faith with Developer to assist Developer to timely submit the 180 Day Supplement.

(b) Unplanned Changes. Illumina reserves the right to make unplanned changes to IVD Hardware, Sequencing Consumables, and LRM Software Modules due to safety, applicable Law, regulatory requirements, failure to conform to specifications, or Force Majeure. Illumina will notify Developer in writing as soon as reasonably practicable of any such unplanned major changes during the Term.

(c) Discontinuation. Other than the changes described in (a) and (b) above, Illumina will continue to sell and provide support for the IVD Hardware and Sequencing Consumables in the original form used for Development and regulatory submission for an IVD Test Kit on the terms set forth herein in the Territory throughout the Change Period, and will use commercially reasonable efforts to continue selling Sequencing Consumables and providing support for the IVD Hardware for five years after the Change Period. Illumina makes no representation, warranty, or covenant that the IVD Hardware or Sequencing Consumables will be manufactured or sold outside the Territory or after the Change Period (except as set forth in the preceding sentence with the respect to the additional five year period). Except as set forth in (a) and (b) and Section 2.5 above, Illumina is under no obligation to notify Developer of any changes to, or discontinuation of, existing products or Development of new products.

(d) Transition. Following a notice under (a) or (b) above with respect to Sequencing Consumables or LRM Software Modules, upon Developer's reasonable request, Illumina will discuss with Developer the steps necessary to transition to modified or successor Sequencing Consumables or LRM Software Modules, if any, and use commercially reasonable efforts to assist Developer with such transition in accordance with this Agreement.

(e) Illumina Obligations to Customers. Nothing in this Section 4.4 is intended to limit any contractual obligations of Illumina to Customers pursuant to any separate agreements between Illumina and Customers with respect to the supply of IVD Hardware or Sequencing Consumables.

5. FINANCIAL CONSIDERATION

5.1 Milestone Payments. Developer will pay the non-refundable, non-creditable, milestone payments to Illumina set forth in Exhibit B upon achievement of the milestones set forth therein (the "**Milestone Payments**"). Developer will promptly notify Illumina in writing of its achievement of each milestone in Exhibit B (email is acceptable), and Illumina will promptly acknowledge such achievement (email is acceptable), and (unless otherwise specified in Exhibit B) Developer will make the specified Milestone Payment no later than 30 days after sending such notice.

5.2 Revenue Share. As partial consideration for the right to Develop and Commercialize the IVD Test Kits for use with IVD Hardware and Sequencing Consumables, and other activities and consideration of Illumina contemplated by this Agreement, Developer will pay Illumina six percent (6%) of Net Sales (such amount referred to as the "**Revenue Share**").

5.3 Reporting. Developer will furnish to Illumina a written report within 30 days after the close of each calendar quarter (March 31, June 30, September 30, and December 31) (each, a "**Reporting Period**") showing on a product-by-product and country-by-country basis: (a) the number of IVD Test Kits sold, transferred, or otherwise disposed of, and the number of IVD Test Kits used by Developer and its Affiliates in performing Subject Tests, during the Reporting Period; (b) the gross amount charged during the Reporting Period for IVD Test Kits; (c) a detailed explanation of any IVD Test Kits sold, transferred, or otherwise disposed of during the Reporting Period in any transaction that was not at arm's length; (d) a reasonably detailed calculation of Net Sales during the Reporting Period, including a separate revenue calculation for any Subject Tests; (e) the exchange rates used in determining the Revenue Share; and (f) the amount of Revenue Share payable to Illumina. All currency conversions will be made using Developer's standard financial reporting procedures which will be consistently applied in accordance with GAAP. Developer will provide such additional information concerning the calculation of the Revenue Share as Illumina may reasonably request from time to time to enable Illumina to confirm the accuracy of such calculation. All such reports will be prepared consistently in accordance with GAAP, except to the extent otherwise expressly required by this Agreement. If it becomes necessary to satisfy Illumina accounting obligations under applicable Law, upon Illumina's request Developer will provide a good faith estimate of Revenue Share payable to Illumina within 10 Business Days after the close of each quarter.

5.4 Payments. Payment of the Revenue Share earned during a Reporting Period will accompany each report described in Section 5.3. Other than payment for Sequencing Consumables and IVD Hardware purchased by Developer (which will be governed by the Supply Agreement), all payments required under this Agreement from Developer will be paid in the United States Dollars by wire transfer pursuant to the wire instructions as Illumina may from time to time provide. Developer may not deduct or withhold any wire transfer fees, bank charges, or any other fees or charges incurred in connection with making such payment. If Developer fails to make any payment on or before the date it is due, interest will accrue on such payment on a daily basis from the date such payment was originally due at a rate equal to 1.5% per month compounded monthly, or the maximum amount allowed by Law, if lower, until paid. Developer's obligations to pay interest on late payments may not be construed to limit or restrict any other right or remedy which may be available to Illumina. In the

event of a dispute regarding any payments due and owing hereunder, all undisputed amounts will be paid when due, and the balance, if any, will be paid promptly after settlement of the dispute, including any accrued interest thereon.

5.5 Records. Developer will maintain written records with respect to its activities and operations under this Agreement, including the Development and Commercialization of IVD Test Kits, in sufficient detail to enable Illumina or its designated accountants to confirm compliance with the terms of this Agreement and the accuracy and completeness of the amounts of Net Sales and Revenue Share reported to, and all amounts paid or payable to, Illumina. Such records will be complete and accurate in all material respects. Developer will maintain such records during the Term and for five years thereafter. During the Term and for five years thereafter, Developer agrees to allow Illumina (at Illumina's sole expense, except as provided below) to audit such records upon 30 days' prior written notice, during normal business hours, no more often than once per calendar year only to the extent necessary to confirm compliance with the terms of this Agreement and the accuracy and completeness of the calculation of Net Sales, the amounts of Revenue Share, and any other amounts payable to Illumina. The expense of such audit will be borne by the Illumina; provided, however, that, if an underpayment of 5% or more for any Reporting Period is discovered, then such expenses will be paid by Developer. Without limiting Illumina's rights under this Agreement, if any such audit determines that additional amounts were owed to Illumina during any period, Developer will pay such amounts (including interest thereon from the date such amounts were originally payable) within 30 days after the date Illumina notifies Developer of such additional amounts. The locations, times, and dates for such audits must be reasonably agreed upon in writing by the Parties before commencement of the audit. Illumina will comply with all of Developer's reasonable security and safety policies when conducting any audit. All information learned by Illumina in the course of such audit is Developer Confidential Information. If requested by Developer, Illumina will ensure that any person conducting the audit sign Developer's confidentiality agreement before conducting such audit; provided that the terms thereof are substantially similar to the confidentiality obligations in this Agreement.

5.6 Taxes. All amounts payable to Illumina under this Agreement are exclusive of and are payable without withholding or deduction for goods and services taxes, value added taxes, other taxes, customs duties, tariffs, or other charges required by Law from time to time. Without limiting the foregoing, if applicable Law requires any amount to be withheld, charged, deducted, or assessed against any amount owed by Developer to Illumina under this Agreement (each, a "**Withholding**"), Developer will timely withhold and pay all such Withholdings, and will promptly furnish Illumina with certificates evidencing payment of all such Withholdings. If applicable Law requires Illumina to pay such Withholding, and will not permit Developer to pay such Withholding, the Parties will in good faith negotiate a payment mechanism that results in Illumina receiving and retaining the full amounts to which it is entitled net of the Withholding.

6. INTELLECTUAL PROPERTY

6.1 Development Rights. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement and the Supply Agreement, Developer's or its Affiliate's purchase of Sequencing Consumables and IVD Hardware from Illumina and its Affiliates under this Agreement and

the Supply Agreement confers upon Developer, its Affiliate, or Subcontractor, by exhaustion, the personal, limited, non-exclusive, non-transferable, right under Illumina Core IP to use the purchased Sequencing Consumables and IVD Hardware to Develop the applicable IVD Test Kit during the Term solely for use in the Territory in the Field with the IVD Hardware, Sequencing Consumables and LRM Software Module strictly in accordance with this Agreement and the IVD Plan for such IVD Test Kit. For clarity, the rights granted in this Section 6.1 expressly exclude any and all rights to, and Developer and its Affiliates and Subcontractors may not, make, have made, sell, have sold, offer for sale, or have offered for sale Sequencing Consumables or IVD Hardware. The Parties agree that this Section 6.1 is intended to, and does, alter the effect of the exhaustion of patent rights that could otherwise result if the sale of Sequencing Consumables and IVD Hardware was made without restriction.

6.2 Right of Reference. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Illumina hereby grants to Developer the right to permit the FDA (or similar Regulatory Authority in a Territory designated in the applicable IVD Plan) to refer to the device listing for the IVD Hardware and Sequencing Consumables in support of seeking Regulatory Approval for the IVD Test Kit and LRM Software Module in the Territory during the Term, and to incorporate the information contained in such device listing into the submission(s) for the IVD Test Kit and LRM Software Module by reference, to the extent set forth in and in accordance with the applicable IVD Plan for such IVD Test Kit. To the extent required by the FDA (or similar Regulatory Authority in a Territory designated in the applicable IVD Plan) Illumina will prepare and submit a letter of authorization documenting such right of reference.

6.3 Right to Distribute LRM Software Modules. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Illumina hereby grants to Developer the personal, non-transferable, non-exclusive, right during the Term to: (a) reproduce and distribute each LRM Software Module installer package that has been delivered to, and accepted by, Developer as set forth in Section 3.2(a), solely in executable object code, to its Customers in the Territory and authorize such Customers to install and use the LRM Software Module on the IVD Hardware for which it was designed with the IVD Test Kit for which it was designed; and (b) install each such LRM Software Module on its Customers' IVD Hardware in the Territory by running such installer package and authorize such Customers to use the LRM Software Module on the IVD Hardware for which it was designed with the IVD Test Kit for which it was designed. Developer may sublicense the foregoing rights to its Affiliates and Distributors.

6.4 Rights Granted to Illumina. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Developer hereby grants to Illumina and its Affiliates a limited, nonexclusive, non-transferable, non-sublicensable license under any IP of Developer as necessary for, and for the sole purpose of allowing, Illumina to perform its obligations under this Agreement (including development of LRM Software Modules) during the Term.

6.5 All Rights Reserved.

(a) No IP is assigned or otherwise transferred under this Agreement. Without limiting the generality of the foregoing, as between the Parties, each Party or its Affiliate will retain all IP: (i) that is

Controlled by the Party or its Affiliate before the Effective Date; (ii) that is developed by the Party or its Affiliate, or which otherwise comes under the Control of the Party or its Affiliate, during the Term independently from performing under this Agreement; or (iii) that is developed, generated, conceived, or reduced to practice by or on behalf of the Party or its Affiliate in the course of performing under this Agreement.

(b) Except as expressly stated in this Section 6 and in the Supply Agreement, no right under any Illumina IP is granted expressly, by implication, estoppel, or otherwise, under this Agreement. Except as expressly stated in this Section 6 no right under any Developer IP is granted, expressly, by implication, estoppel, or otherwise, under this Agreement.

6.6 Other IP.

(a) Developer is solely responsible for determining whether it has, and for obtaining, all rights to IP that are necessary for Developer's Development and Commercialization of IVD Test Kits, including any Third Party IP and any additional rights from Illumina or Illumina's Affiliates that are not expressly granted in this Agreement or in the Supply Agreement (together with Third Party IP, "**Other IP**"). Illumina makes no representation, warranty, or guarantee that Developer's IVD Test Kits will not violate or infringe Other IP, and expressly disclaims and excludes any such representation, warranty, or guarantee, and any statement or implication otherwise, to the maximum extent permitted by Law. Notwithstanding anything in this Agreement to the contrary, Developer assumes all risks associated with not obtaining any required rights to Other IP.

(b) If any IVD Test Kit or any component thereof violates or infringes any Third Party IP, Developer, at its sole cost and expense, will use commercially reasonable efforts to either (i) obtain a license under IP or otherwise procure the right to Commercialize such IVD Test Kit, or (ii) replace or modify such IVD Test Kit or component thereof so that it no longer violates or infringes such IP.

(c) Upon Developer's request during the Term, Illumina will in good faith consider granting a license to Developer or its Affiliate under any Other IP Controlled by Illumina or its Affiliates for the purpose of Developing and Commercializing one or more IVD Test Kits. Any such license will be on commercially reasonable terms.

6.7 Rights are Personal. The rights granted in this Section 6 are personal, non-sublicensable (except to the limited extent permitted in Section 6.3 above), and non-transferable. Any purported transfer, grant, or other conveyance of the rights granted in this Section 6 (or any portion of such rights), except to the limited extent permitted in Section 6.3 above, will be null, void, and of no effect.

7. CONFIDENTIAL INFORMATION

7.1 Disclosure and Use Restriction.

(a) Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, the Receiving Party will keep confidential and may not publish or otherwise disclose or transfer the Disclosing Party's Confidential Information to any Third Party.

(b) The Receiving Party may disclose the Disclosing Party's Confidential Information only to its Advisors and Representatives who are bound by confidentiality and non-use restrictions at least as restrictive as those set forth in this Agreement and who have a specific need to know in order for the Receiving Party to be able to perform its obligations and exercise its express rights under this Agreement, and only to the extent necessary for such purposes. Each Party will be responsible for any conduct by its respective Advisors and Representatives that constitutes a breach of this Section 7 or that would be a breach of this Section 7 by such Party had such Party engaged in such conduct itself. Such conduct will be deemed and is a breach of this Agreement by such Party.

(c) The Receiving Party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but in no event less than a reasonable standard of care) to ensure that it and its Advisors and Representatives do not disclose or make any unauthorized use of the Disclosing Party's Confidential Information. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information.

(d) The confidentiality and non-use obligations in this Agreement will continue throughout the Term and for seven years thereafter.

7.2 Authorized Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is:

(a) made in response to a valid order of a court of competent jurisdiction or other governmental authority; provided, however, that the Receiving Party will, to the extent permitted by Law, give written notice to the Disclosing Party within five Business Days of receipt of such order and give the Disclosing Party a reasonable opportunity to quash or limit the scope of such order and to obtain a protective order requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or governmental authority or, if disclosed, be used only for the purposes for which the order was issued; and provided, further, that if a disclosure order is not quashed or limited in scope, or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental authority will be limited to that information which is legally required to be disclosed in response to such court or governmental authority;

(b) otherwise required by Law; provided, that the Receiving Party: (i) promptly notifies the Disclosing Party of the specifics of such requirement (providing a copy of the Confidential Information to be disclosed) at least 30 days before the actual disclosure (or as soon as reasonably possible before the actual disclosure if such 30 day prior notice is impractical under the circumstances) or promptly after actual disclosure if prior disclosure is impractical under the circumstances; (ii) discloses only the minimal information necessary to satisfy such requirement; (iii) reasonably

cooperates with the Disclosing Party to prevent or limit such disclosure; and (iv) provides the Disclosing Party with a copy of Confidential Information actually disclosed; or

(c) made by the Receiving Party with the prior written consent of the Disclosing Party.

7.3 Authorized Use. The Receiving Party may use the Disclosing Party's Confidential Information solely to the extent necessary for the Receiving Party to perform its obligations and exercise its express rights under this Agreement, and such use will be otherwise subject to all restrictions and limitations set forth in this Agreement.

7.4 Agreement; Publicity.

(a) The existence and terms of this Agreement are both Parties' Confidential Information. Subject to Section 7.2 above, each Party must obtain the prior written consent of the other Party on all press releases or other public announcements relating to this Agreement, provided that a Party is not required to obtain prior written consent of the other Party for press releases or public disclosures that repeat information that has been previously publicly disclosed pursuant to this Section 7.4.

(b) Neither Party may use any trademark of the Party, or any derivation thereof, without the advance express written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.

7.5 Post-Termination. Following expiration or termination of this Agreement for any reason, upon the request of the Disclosing Party, the Receiving Party will, at the Disclosing Party's option: (a) return all materials containing the Disclosing Party's Confidential Information to the Disclosing Party; or (b) destroy all materials containing the Disclosing Party's Confidential Information and certify such destruction in writing to the Disclosing Party; provided that the Receiving Party will be authorized to retain one copy for the purpose of determining any continuing obligation with respect thereto. Notwithstanding the foregoing, the Receiving Party will not be required to destroy or delete electronic copies (including emails) that have become embedded in its electronic storage systems through routine backup processes. Any Confidential Information so retained will continue to be held pursuant to all of the confidentiality, non-use, and other terms of this Agreement.

7.6 GRAIL Firewall. Illumina shall establish a firewall designed to prevent any GRAIL personnel (and any Illumina personnel carrying out activities with respect to the GRAIL business or products) from accessing any Confidential Information obtained by or made available to Illumina relating to Developer or its business or products, whether pursuant to this Agreement or otherwise.

8. REPRESENTATIONS AND WARRANTIES

8.1 General Warranties. Each Party represents and warrants that:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of jurisdiction of domicile, and has all requisite power and authority to carry on its business as such business is now being conducted;

(b) This Agreement has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by Law relating to bankruptcy, receivership, or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability;

(c) Such Party has all necessary rights, powers, and authority to enter into this Agreement and to carry out its obligations hereunder;

(d) The execution and delivery of this Agreement and the performance of such Party's obligations hereunder (i) do not conflict with or violate any requirement of applicable Law or any provision of the articles of incorporation, bylaws, limited partnership agreement or any similar instrument of such Party, as applicable, in any material way, and (ii) do not conflict with, violate, or breach or constitute a default or require any consent under, any applicable Law or any contractual obligation by which such Party is bound; and

(e) In performing its activities related to this Agreement, it will comply with all applicable Laws.

8.2 Additional Representations, Warranties and Covenants of Developer. Developer hereby represents, warrants, and covenants to Illumina that any and all IVD Test Kits Commercialized by or on behalf of Developer and its Affiliates under this Agreement will be manufactured and tested in accordance with applicable Laws, including cGMP, and will not be adulterated or misbranded within the meaning of the United States Food, Drug and Cosmetic Act, 21 U.S.C. Section 301 et. seq. ("FDCA") or other applicable Laws.

8.3 Additional Representations, Warranties and Covenants of Illumina. Illumina hereby represents, warrants, and covenants to Developer that any and all IVD Hardware and Sequencing Consumables Commercialized by or on behalf of Illumina and its Affiliates for use with an IVD System will be manufactured and tested in accordance with applicable Laws, including cGMP, and will not be adulterated or misbranded within the meaning of the FDCA or other applicable Laws.

FOR CLARITY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY: (A) ILLUMINA'S SOLE REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION AND DEFENSE OBLIGATIONS WITH RESPECT TO PRODUCTS PURCHASED BY DEVELOPER AND ITS AFFILIATES ARE CONTAINED EXCLUSIVELY IN THE SUPPLY AGREEMENT; AND (B) ILLUMINA'S SOLE REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION AND DEFENSE OBLIGATIONS WITH RESPECT TO PRODUCTS PURCHASED BY ANY CUSTOMER WILL BE CONTAINED EXCLUSIVELY IN ANY AGREEMENT(S) BETWEEN ILLUMINA AND THE CUSTOMER.

THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE PARTIES' EXCLUSIVE REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPLICITLY DISCLAIMED.

9. ALLOCATION OF RISKS

9.1 Developer's Indemnification Obligations. Developer will defend, indemnify, and hold harmless Illumina, its Affiliates, and their respective officers, directors, representatives, employees, successors, and assigns ("**Illumina Indemnitees**"), from and against any and all claims, causes of action, and proceedings brought or asserted by a Third Party ("**Claims**"), and all associated losses, liabilities, damages, fines, and penalties of any and every kind, including legal expenses and reasonable attorneys' fees ("**Losses**") to the extent resulting from, relating to, or arising out of:

(a) any Developer Indemnitee's breach of this Agreement, including any obligation, representation, warranty, or covenant hereunder;

(b) any Developer Indemnitee's gross negligence or intentional misconduct in performing or failing to perform under this Agreement;

(c) any Developer Indemnitee's violation of applicable Law in performing under this Agreement; or

(d) any Developer Indemnitee's Development or Commercialization of an IVD Test Kit, Other IVD System Component, or Subject Test, including any violation or infringement of Third Party IP, caused by an IVD Test Kit, Other IVD System Component, or Subject Test;

in each case except to the extent resulting from, relating to, or arising out of matters for which Illumina is obligated to defend, indemnify, and hold harmless Developer Indemnitees pursuant to Section 9.2.

For purposes of determining whether or not any violation or infringement of Third Party IP is caused by (a) an IVD Test Kit, Other IVD System Component, or Subject Test or (b) IVD Hardware or Sequencing Consumables, for purposes of clause (d) above and Section 9.2(d) below, the intent of the Parties is to determine whether and to what extent the claims of such Third Party IP are primarily directed to (a) the IVD Test Kit, Other IVD System Component, or Subject Test or (b) IVD Hardware or Sequencing Consumables.

9.2 Illumina's Indemnification Obligations. Illumina will defend, indemnify, and hold harmless Developer, its Affiliates, and their respective officers, directors, representatives, employees, successors, and assigns ("**Developer Indemnitees**"), from and against any and all Claims and Losses to the extent resulting from, relating to, or arising out of:

(a) any Illumina Indemnitee's breach of this Agreement, including any obligation, representation, warranty, or covenant hereunder;

(b) any Illumina Indemnitee's gross negligence or intentional misconduct in performing or failing to perform under this Agreement;

(c) any Illumina Indemnitee's violation of applicable Law in performing under this Agreement; or

(d) any Illumina Indemnitee's Development or Commercialization of IVD Hardware or Sequencing Consumables when used as part of an IVD System, including any violation or infringement of Third Party IP caused by IVD Hardware or Sequencing Consumables when used as part of an IVD System;

in each case except to the extent resulting from, relating to, or arising out of matters for which Developer is obligated to defend, indemnify, and hold harmless Illumina Indemnitees pursuant to Section 9.1.

9.3 Indemnification Procedures. Each Party's obligations under Sections 9.1 and 9.2 are conditioned on the Party seeking indemnification: (a) giving the indemnifying Party prompt written notice of the Claim; provided, however, that failure to provide such notice will not relieve the indemnifying Party from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (b) cooperating with the indemnifying Party, at the indemnifying Party's expense, in connection with the defense and settlement of the Claim, including providing accurate and complete information reasonably requested by the indemnifying Party; and (c) permitting the indemnifying Party to solely control the defense and settlement of the Claim; provided, however, that the indemnifying Party may not settle the Claim, enter into or otherwise consent to an adverse judgment or order, or make any admission as to liability or fault that would adversely affect the indemnified Party, without the indemnified Party's prior written consent, which will not be unreasonably withheld or delayed. Further, the indemnified Party will have the right to participate (but not control) and be represented in any suit or action by counsel of its selection at its own cost and expense.

9.4 Product-related Indemnification.

(a) Notwithstanding anything in this Agreement to the contrary, Illumina's defense, indemnification, and hold harmless obligations with respect to Sequencing Consumables and IVD Hardware purchased from Illumina or its Affiliates by Developer or its Affiliates under the Supply Agreement are limited solely to those obligations expressly provided in the Supply Agreement for such products, and such terms will supersede and control over any other indemnification obligations of Illumina and its Affiliates provided in this Agreement. Furthermore, neither Party will be entitled to any duplicative recovery under this Agreement and the Supply Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, Illumina's and its

Affiliates' defense, indemnification, and hold harmless obligations with respect to Sequencing Consumables and IVD Hardware purchased by a Customer are limited solely to those obligations provided in any agreement(s) between Illumina or its Affiliate and the Customer.

10. LIMITATIONS ON LIABILITIES

10.1 EXCEPT AS STATED IN SECTION 10.3, AND EXCEPT WITH RESPECT TO LIABILITY ARISING FROM A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 OR 9.2 (BUT ONLY WITH RESPECT TO DAMAGES ACTUALLY PAID OR TO BE PAID BY THE INDEMNIFIED PARTY TO THE THIRD PARTY CLAIMANT), BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ILLUMINA OR ITS AFFILIATES BE LIABLE TO DEVELOPER OR ITS AFFILIATES, NOR WILL DEVELOPER OR ITS AFFILIATES BE LIABLE TO ILLUMINA OR ITS AFFILIATES, FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY, OR OTHERWISE).

10.2 EXCEPT AS STATED IN SECTION 10.3 BELOW, AND EXCEPT TO THE EXTENT ARISING FROM: (I) DEVELOPER'S BINDING COMMITMENT TO PURCHASE PRODUCT PURSUANT TO ONE OR MORE ISSUED AND ACCEPTED PURCHASE ORDERS; (II) DEVELOPER'S REVENUE SHARE OBLIGATIONS; OR (III) A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION IN CONTRACT, NEGLIGENCE, OR TORT (INCLUDING STRICT LIABILITY), WILL NOT EXCEED THE GREATER OF (A) TWO TIMES THE AGGREGATE AMOUNTS PAID BY DEVELOPER TO ILLUMINA UNDER THIS AGREEMENT IN THE FIVE YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES AND (B) $10,000,000.

10.3 THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING SECTION 10.1 AND 10.2 AND ANYTHING TO THE CONTRARY, THIS AGREEMENT DOES NOT LIMIT LIABILITY OF EITHER PARTY FOR ANY INFRINGEMENT OF THE OTHER PARTY'S IP, SUCH PARTY'S WILLFUL MISCONDUCT, OR FRAUD.

11. TERM AND TERMINATION

11.1 Term. The term of this Agreement will begin on the Effective Date and continue until the date 10 years from the GRAIL Closing Date unless terminated earlier in accordance with this Section 11 or extended by amendment pursuant to Section 13.8 (the "**Term**").

11.2 Early Termination. Without limiting any other rights of termination expressly provided in this Agreement or under Law, this Agreement may be terminated early as follows:

(a) Breach of Provision. If a Party materially breaches this Agreement and fails to cure such breach within 60 days after receiving written notice of the breach from the other Party, then the other Party may terminate this Agreement with immediate effect by providing written notice of termination to the breaching Party; provided, however, that if such breach is curable, but not reasonably curable within such 60-day period, and the breaching Party is using commercially reasonable efforts to cure the breach, then such cure period will be extended to not longer than 180 days.

(b) Bankruptcy and Insolvency. A Party may terminate this Agreement, effective immediately upon written notice, if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy, for winding up of that Party, or any proceeding relating to insolvency, receivership, administrative receivership, administrative liquidation, or voluntary arrangement or scheme of arrangement with its creditors that is not dismissed or set aside within 60 days.

(c) Right of Developer to Terminate for Convenience. Developer may, at any time upon notice to Illumina, terminate this Agreement for any or no reason.

11.3 Effect of Expiration or Termination.

(a) Rights Terminate. On the effective date of the expiration (except to the extent specified Section 11.3(b)) or termination of this Agreement, all rights granted by Illumina under this Agreement will terminate, and Developer will, and will procure that its Affiliates and Subcontractors will, as soon as is reasonably practicable, cease the Development and Commercialization of all IVD Test Kits.

(b) Continued Commercialization. After expiration of the Term (but not termination of this Agreement), Developer may continue Commercializing IVD Test Kits that were launched before expiration of the Term on an IVD Test Kit-by-IVD Test Kit and Territory-by-Territory basis; for so long as Illumina is still Commercializing the Sequencing Consumables and servicing and supporting the IVD Hardware in the applicable Territory. Developer's continued Commercialization of IVD Test Kits would be subject to the terms and conditions of this Agreement, including the Revenue Share.

(c) Surviving Obligations. The following provisions will survive any termination or expiration of this Agreement: Sections 1, 2.3(b), 2.3(d), 2.3(i), 2.4(f), 3.3, 5, 6.5, 6.7, 7-10 (inclusive), 11.3, 11.4, and 13, and any other provisions or Exhibits necessary to give effect to the surviving provisions. Termination or expiration of this Agreement will not relieve the Parties of any liability or obligation that accrued under this Agreement before the effective date of such termination or expiration, nor preclude either Party from pursuing all rights and remedies it may have under this Agreement, at Law, or in equity with respect to any breach of this Agreement.

11.4 No Damages for Termination or Expiration. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS MADE IN CONNECTION WITH THIS AGREEMENT, OR IN CONNECTION WITH THE

DEVELOPMENT OR MAINTENANCE OF THE BUSINESS OR GOODWILL OF THE OTHER PARTY) BY REASON OF EXPIRATION OF THIS AGREEMENT OR PROPER EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY SUCH DAMAGES.

12. COMPLIANCE

12.1 General Compliance. In performing under this Agreement, each Party will at all times comply with applicable Law.

12.2 IVD Test Kits. Specifically, and without limiting the foregoing, Developer (a) will not Commercialize any IVD Test Kit or Subject Test in any jurisdiction where such activities are prohibited by Law, or in any manner prohibited by Law, and (b) will at all times comply with good clinical practices, good laboratory practices, good manufacturing practices (including all quality systems regulations), and the Illumina Regulatory and Safety Compliance Rider attached to this Agreement as Exhibit D.

12.3 Sunshine Act. Each Party will reasonably cooperate with the other Party in its efforts toward ensuring that all government price and gift reporting, fraud and abuse, sales, marketing, and promotional practices with respect to the IVD System meet the standards required by applicable Law, including the Physician Payments Sunshine Act and similar state laws, as well as applicable guidelines concerning the advertising of in vitro diagnostics and medical devices.

12.4 Cooperation in Investigation. Each Party agrees to reasonably cooperate, and to cause its Representatives to reasonably cooperate, in good faith with the other Party and any Regulatory Authority at the other Party's request: (a) to investigate the extent of any potential violations of applicable Laws in connection with this Agreement; and (b) to participate in any inspection or audit by any Regulatory Authority.

12.5 Requests for Information. Each Party will use reasonable efforts to comply with reasonable requests for information, including answering questionnaires and narrowly tailored inquiries, to enable the other Party to comply with all applicable Laws and respond to requests for information from Regulatory Authorities.

13. GENERAL

13.1 Arbitration. If any dispute arises from or relates to this Agreement, (the "**Dispute**"), other than claims involving infringement, validity, or enforceability of IP (whether Illumina's or Developer's), or about the scope of IP in this Agreement, the Parties shall submit the matter to confidential binding arbitration to determine final terms and conditions of the agreement, or to settle the dispute as to the terms of the agreement.

(a) Prior to submitting any matter to arbitration, Illumina and Developer shall each designate a contact having the proper authorization to resolve the Dispute in a final and binding

fashion, who shall meet in person or by telephone for a period of thirty (30) days (or such other period of time as Illumina and the Developer shall mutually agree) in an attempt to resolve the Dispute in good faith.

(b) The arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the AAA and as otherwise described in this Section 13.1.

(c) The location of the arbitration proceeding will be mutually agreed by the Parties. In the event there is no agreement as to location, the arbitration proceeding will take place in New York City, NY.

(d) Within five Business Days of the commencement of an arbitration, Developer and Illumina each shall furnish a legally binding writing to the other committing to maintain the confidentiality of the arbitration and of any written statement and discovery materials exchanged during the arbitration, and to limit the use of any such materials to the arbitration.

(e) Upon written request by either Party to the other Party, the Parties shall promptly negotiate in good faith to appoint an appropriate Arbitrator. If the Parties are not able to agree within ten (10) days after the receipt by a Party of the written request in the immediately preceding sentence, the AAA shall be responsible for selecting an Arbitrator with relevant experience related to the dispute of at least ten (10) years and to do so within fifteen (15) days of being approached by a Party. The fees and costs of the Arbitrator and the AAA shall be shared equally (50%/50%) by the Parties. Each Party to the arbitration shall bear its own legal fees and expenses.

(f) Within twenty (20) days after the designation of the Arbitrator, the Parties shall each simultaneously submit to the Arbitrator and one another a written statement of their respective positions on such Dispute. Each Party shall have fifteen (15) days from receipt of the other Party's submission to submit a written response thereto. The Arbitrator shall have the right to meet with the Parties, either alone or together, as necessary to make a determination. Further, the Arbitrator shall have the right to request information and materials and to require and facilitate discovery as it shall determine is appropriate in the circumstances, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective determinations. In reaching a decision, the Arbitrator may consider only documents exchanged in discovery between the Parties, testimony explaining the documents and the Parties' written statements and other materials submitted and arguments made by counsel.

(g) No later than thirty (30) days after the Parties each submit their written statements to the Arbitrator, or as otherwise agreed by the Parties, the Arbitrator shall make a determination by selecting the resolution proposed by one of the Parties that as a whole is the most consistent with this Agreement and the most fair and reasonable to the Parties in light of the totality of the circumstances. The Arbitrator shall provide the Parties with a written statement setting forth the basis of the determination in connection therewith, provided that, the Arbitrator shall not have the authority to alter any explicit provision of this Agreement. The decision of the Arbitrator shall be final, binding and conclusive, absent manifest error; judgment on the award may be entered in any court having

jurisdiction. Neither Party may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless required by law.

(h) The Parties may, by agreement, modify any time periods specified in this Section 13.1. At any time after the commencement of arbitration, the Parties may agree to suspend the arbitration, for periods not to exceed fourteen (14) days in the aggregate, to attempt to resolve their dispute through negotiation. The Parties shall effectuate such suspension through a joint writing filed with the AAA. Either Party may terminate the suspension at any time by filing with the AAA a writing calling for the arbitration to resume.

13.2 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.

13.3 Injunctive Relief; Cumulative Remedies. Each Party acknowledges that its breach of Section 2.4(f), 3.1(d), 3.1(e), 3.2(a), 7, or 13.5 may cause irreparable injury to the other Party for which monetary damages would not be an adequate remedy, and the other Party will therefore be entitled to seek injunctive relief (including specific performance) with respect to any such breach or threatened breach without posting a bond or other security as a condition for obtaining any such relief. The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to each Party under this Agreement, at Law, or in equity.

13.4 Severability; No Waiver. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, subject to the remainder of this Section 13.4. Upon a determination by a court or arbitrator having jurisdiction that any term or provision of this Agreement is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. The failure or delay of either Party to exercise any right or remedy provided in this Agreement or to require any performance of any term of this Agreement may not be construed as a waiver, and no single or partial exercise of any right or remedy provided in this Agreement, or the waiver by either Party of any breach of this Agreement, will prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. No waiver of any right, condition, or breach of this Agreement will be effective unless in writing and signed by both Parties.

13.5 Assignment; Illumina Affiliates; Third Party Beneficiaries.

(a) Developer may not assign or transfer this Agreement (including any assignment or transfer (including vesting) by operation of law, and specifically including any merger or other transaction whereby the surviving entity is any entity other than the Developer entity that has executed this Agreement as of the Effective Date), or delegate, sublicense, or subcontract any rights or obligations under this Agreement, other than delegation to the extent expressly permitted in this

Agreement, without the prior written consent of Illumina, which consent may be withheld at Illumina's sole discretion.

(b) Illumina may assign or transfer this Agreement, and may delegate, sublicense or subcontract any or all of its rights and obligations under this Agreement, to one or more of its Affiliates. Illumina invoices and other documentation may come from an Illumina Affiliate, and Developer will honor those just as if they came directly from Illumina.

(c) Any delegation, subcontracting, sublicensing, assignment or transfer of this Agreement made in contravention of the terms hereof will be null and void. Subject to the foregoing, this Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns. There are no Third Party beneficiaries to this Agreement and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a Party to this Agreement. The Parties may rescind or terminate this Agreement or vary any of its terms in accordance with their rights under this Agreement and by Law, without the consent of any Third Party.

13.6 Notices. All notices required or permitted under this Agreement will be in writing, in English, and will be deemed received only when: (a) delivered personally; or (b) one day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two days after deposit with a commercial express courier specifying two-day delivery, with written verification of receipt. All notices will be sent to the following or any other address designated by a Party using the procedures set forth in this Section:

If to Illumina:

Illumina, Inc.
5200 Illumina Way
San Diego, CA 92122
Attn: SVP, Corporate Development and
Strategic Planning
With a copy to: Legalnotices@illumina.com

If to Developer:

13.7 Force Majeure. Neither Party will be in breach of this Agreement nor liable for any failure to perform or delay in the performance of this Agreement attributable in whole or in part to any Force Majeure; provided, however, that in each such case the affected Party will use reasonable efforts to avoid such occurrence and to remedy it promptly. The affected Party will give prompt notice of any such cause to the other Party. The affected Party will be excused from such of its obligations as it is disabled from performing during the period of Force Majeure; provided, however, that such affected Party commences and continues to take reasonable and diligent actions to cure such cause. Performance hereunder will be promptly resumed after the applicable Force Majeure event has been remedied. Developer's payment obligations are not affected by this provision except to the extent the Force Majeure affects financial institutions and, as a result, the financial institutions cannot complete the transaction necessary for Developer to satisfy its payment obligations.

13.8 Entire Agreement; Amendment. This Agreement, together with the Supply Agreement, represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the Parties with respect to the Development and Commercialization of the IVD Test Kits. The Parties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation, assurance, or warranty of any Person other than as expressly set out in this Agreement. Each Party agrees that it will have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in this Agreement. Nothing in this Section 13.8 will exclude or limit liability for fraud. No amendment to this Agreement (including changes to any IVD Plan or addition of any IVD Plan) will be effective unless in writing and signed by both Parties.

13.9 Relationship of the Parties. The Parties are independent contractors under this Agreement and nothing in this Agreement may be construed as creating a partnership, joint venture, or agency relationship between the Parties, or as granting either Party the authority to bind or contract any obligation in the name of the other Party or to make any statements, representations, warranties, or commitments on behalf of the other Party.

13.10 Headings; Interpretation. Sections, titles, and headings in this Agreement are for convenience only and are not intended to affect the meaning or interpretation hereof. Whenever required by the context, the singular term includes the plural, the plural term includes the singular, and the gender of any pronoun includes all genders. As used in this Agreement except as the context may otherwise require, the words "include," "includes," "including," and "such as" are deemed to be followed by "without limitation" or "but not limited to," whether or not they are in fact followed by such words or similar words, and "will" and "shall" are used synonymously. Except as otherwise expressly provided, "discretion" means sole and absolute discretion. Except as expressly stated, any reference to "days" will be to calendar days, any reference to "calendar month" will be to the month and not a 30 day period, and any reference to "calendar quarter" will mean the first three calendar months of the year, the fourth through sixth calendar months of the year, the seventh through ninth calendar months of the year, and the last three calendar months of the year. Whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on, or any notice is deemed to be given on, a non-Business Day, the Party having such right or obligation will have until 5:00 pm PST on the next succeeding Business Day to exercise such right or to discharge such obligation or the Party giving notice will be deemed to have given notice on the next succeeding Business Day. No usage of trade, course of performance, or other regular practice between the Parties may be used to alter the terms and conditions of this Agreement. Unless otherwise expressly provided in this Agreement, any agreement, instrument, or statute defined or referred to means such agreement, instrument, or statute as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be

construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement.

13.11 Legal Compliance. Nothing in this Agreement is intended, or should be interpreted, to prevent either Party from complying with, or to require a Party to violate, any applicable Law. Should either Party reasonably conclude that any portion of this Agreement is or may be in violation of a change in a Law made after the Effective Date, or if any such change or proposed change would materially alter the amount or method of compensating Illumina for services performed for, or Revenue Share owed by, Developer, or would materially increase the cost of Illumina's performance hereunder, the Parties agree to negotiate in good faith written modifications to this Agreement as may be necessary to establish compliance with such changes, and to reflect applicable changes in compensation warranted by such legal changes, with any mutually agreed upon modifications added to this Agreement by written amendment in accordance with Section 13.8 of this Agreement.

13.12 Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by PDF or other electronic transmission will be effective as delivery of a manually executed original counterpart of this Agreement. The Parties agree that the execution of this Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software, will have the same legal force and effect as the exchange of original signatures.

13.13 Costs. Except as expressly provided in this Agreement, each Party will pay its own costs incurred in connection with the negotiation, preparation, execution, and performance under this Agreement and any documents referred to in it.

13.14 Non-Exclusive Relationship. Each Party acknowledges and agrees that, during the Term and thereafter, nothing in this Agreement will create any form of exclusive relationship between the Parties with respect to the subject matter of this Agreement.

13.15 Further Assurances. Each Party will execute and deliver such further documents and take such further actions as the other Party may reasonably request to evidence and implement the provisions and intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
IVD TEST KIT AGREEMENT – NEXTSEQ 550DX

ILLUMINA	**Developer**
Illumina, Inc.	_____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

EXHIBIT A

IVD PLANS

EXHIBIT B

MILESTONE PAYMENTS

Developer will pay to Illumina the following Milestone Payments upon achievement of the corresponding milestones.

- Tech Access Fee: $3,000,000, paid one-time only, within five Business Days of the Effective Date.
- Development Milestone Payments (per IVD Test Kit):

  $1,000,000 total per IVD Test Kit

  50% of the total amount will be due upon Developer's acceptance of the LRM Software Module for the IVD Test Kit (which may not be unreasonably withheld, conditioned, or delayed) and the remaining 50% will be due upon the first Regulatory Approval of the IVD Test Kit (in any jurisdiction).

EXHIBIT C

CURRENT REGULATORY APPROVALS

NextSeqDx:

1. Australia
2. Austria
3. Belgium
4. Brazil
5. Bulgaria
6. Canada
7. Chile
8. China
9. Cyprus
10. Czech Republic
11. Denmark
12. Estonia
13. Finland
14. France
15. Germany
16. Hungary
17. Iceland
18. Ireland
19. Israel
20. Italy
21. Japan
22. Latvia
23. Liechtenstein
24. Lithuania
25. Luxembourg
26. Malta
27. Mongolia
28. Morocco
29. New Zealand
30. Norway
31. Philippines
32. Poland
33. Portugal
34. Puerto Rico
35. Romania
36. Russia
37. Singapore
38. Slovenia
39. South Africa
40. South Korea
41. Spain
42. Sweden
43. Switzerland
44. Thailand
45. The Netherlands
46. Turkey
47. United Arab Emirates
48. United Kingdom
49. United States
50. Vietnam

EXHIBIT D
ILLUMINA REGULATORY AND SAFETY COMPLIANCE RIDER

In performing under the attached agreement (the "**Agreement**") with Illumina, Inc. and/or its affiliate (referred to below as "**Illumina**") the contracting party (referred to below as "**Contractor**") will comply with the following provisions, to the extent applicable. To the extent Contractor is permitted to retain subcontractors in the performance of the Agreement as applicable, Contractor will ensure that its subcontractors comply with the following provisions, to the extent applicable, and the breach of any provision below by a subcontractor will constitute a breach of the Agreement by Contractor.

Export Compliance. Contractor shall comply with all applicable export control laws with respect to the export of or re- export of technical data and products that are the subject of the Agreement. Each party agrees to determine and secure in advance of any export, any and all licenses and permits as may be required or reasonably required in order to export or re- export the products or technical data used in connection therewith. Contractor shall notify Illumina in writing if any product or technical data provided hereunder is or becomes subject of export control laws, including those of the United States, such that it may require an export license.

Integrity Clause. All corruption, extortion and embezzlement are prohibited. Contractor shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Contractor shall conduct its business consistent with fair and vigorous competition and in compliance with all antitrust laws. Contractor shall employ fair business practices, including accurate and truthful advertising. Contractor represents and warrants that in connection with its performance under the Agreement it complies with all applicable laws and regulations including those relating to sustainable development and social responsibility such as regulations prohibiting child labor, bribes, the granting of illegal advantages, and fair employment practices. Contractor shall neither use forced, bonded, indentured or voluntary prison labor nor child labor.

Personal Data Privacy. In the course of performance under the Agreement Contractor may receive personal information that includes without limitation, business contact information, of customers and employees of Illumina and Illumina's affiliates (collectively "**Personal Data**"). In the event Contractor receives any Personal Data under the Agreement, Contractor shall protect Personal Data when transferring, using, and processing Personal Data as follows: Contractor shall: (i) provide notice about how Contractor will protect and use Personal Data and provide, upon request, the affected individuals with appropriate options on how to receive such notices; (ii) not transfer Personal Data to any third party without Illumina's express prior written consent; (iii) provide individuals with reasonable access to their Personal Data as requested by Illumina; (iv) take all reasonable security precautions to protect Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction; and (v) take all reasonable steps to ensure Personal Data is reliable for its intended use when Contractor will be using or processing Personal Data or transferring to a third party that will be using or processing Personal Data.

PUBLIC

Exhibit E

IVD TEST KIT AGREEMENT – NOVASEQDX

This IVD Test Kit Agreement (this "**Agreement**") is effective as of the Effective Date and is made by and between Illumina, Inc. ("**Illumina**") and _____ ("**Developer**"). Illumina and Developer may be referred to each individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Developer desires to Develop and Commercialize up to three in vitro diagnostic test kits for use on Illumina's expected NovaSeqDx sequencing instrument. These test kits will: (a) include target enrichment and library preparation components and off-instrument software Developed by Developer; and (b) use nucleic acid core sequencing consumables and on-instrument software provided by Illumina; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following capitalized terms will have the following meanings:

1.1 "**Acceptance Period**" is defined in Section 2.4(a).

1.2 "**Advisors**" means, with respect to a Party, its and its Affiliates' attorneys, accountants, financial advisors, and other similar professional advisors.

1.3 "**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, such first Person for so long as such other Person controls, is controlled by, or is under common control with such first Person. For purposes of this definition "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management of a Person, whether through ownership interests, by contract, or otherwise. Without limiting the generality of the foregoing, a Person will be deemed to control any other Person in which it owns, directly or indirectly, more than 50% of the outstanding shares, stock, securities or other ownership interests of such Person.

1.4 "**Business Day**" means all days other than Saturdays, Sundays, or a national holiday recognized in the United States.

1.5 "**Change Period**" means the period of time beginning on the date the IVD Hardware receives Regulatory Approval in the United States and ending on the date ten years after the GRAIL Closing Date. Illumina will ensure that all parties who have entered into similar agreements with Illumina to develop distributable in vitro diagnostic test kits for use with the IVD Hardware in the Field have the same Change Period for the IVD Hardware, including any extensions to the Change Period Illumina may make from time to time.

1.6 "**Claims**" is defined in Section 9.1.

1.7 "**Commercialization**" (and its corollaries) means those activities directed to the selling, marketing, and promotion of a product, including manufacturing, marketing, promoting, transporting, distributing, selling, and supporting of such product.

1.8 "**Control**" or "**Controlled**" means, with respect to any IP, possession of the right, whether directly or indirectly, and whether by ownership, license, or otherwise, to grant access, a license or sublicense, or other right to or under such IP as provided for herein, without obtaining the consent of any Third Party, violating the terms of any written agreement with any Third Party, or incurring any financial or other material obligation to any Third Party. Notwithstanding the foregoing, if a Party is acquired by a Third Party, whether by merger, acquisition, sale of assets, or otherwise, in no event will any IP rights of such Third Party or its Affiliates be deemed Controlled by the acquired Party or otherwise be deemed part of the acquired Party's Background IP.

1.9 "**Converter Software**" means BCL to FASTQ conversion software or any future similar software generally made commercially available by Illumina that converts IVD Hardware data output to a different format for subsequent analysis.

1.10 "**Confidential Information**" means all information and know-how and any tangible embodiments thereof provided by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Affiliates in the course of performing under this Agreement, whether disclosed in writing, verbally, or otherwise, that is identified or marked as "Confidential" (or with similar language) or should reasonably be ascertained to be confidential, either because of the circumstances of disclosure or the nature of the information itself. Confidential Information may include data, knowledge, practices, processes, ideas, research plans, formulations, manufacturing techniques, marketing and business plans, financial information, personnel information, and other information relating to the Disclosing Party or its Affiliates or to its or its Affiliates' present or future products, sales, suppliers, customers, employees, or business; provided however that Confidential Information specifically excludes any information that:

(a) at the time of disclosure is generally available to the public;

(b) after disclosure becomes generally available to the public by publication or otherwise through no fault of the Receiving Party or its Representatives or Advisors;

(c) the Receiving Party can demonstrate was in its possession or in the possession of its Representatives before disclosure by the Disclosing Party and which was not acquired, directly or indirectly, from the Disclosing Party or its Representatives, and which is held by the Receiving Party free of any obligation of confidence to any Third Party;

(d) the Receiving Party can demonstrate was received by it after the time of disclosure by the Disclosing Party from a Third Party who had a lawful right to disclose it to the Receiving Party and who did not require the Receiving Party to hold it in confidence; or

(e) the Receiving Party can demonstrate was generated by or for the Receiving Party or its Representatives without any use of or reference to the Disclosing Party's Confidential Information or violation of this Agreement, as evidenced by contemporaneous written records;

in each case, even if such information is specifically designated as Confidential Information in this Agreement.

1.11 "**Customer**" means an end-user purchaser of an IVD Test Kit.

1.12 "**Developer Analysis Software**" means off-instrument analysis, interpretation, and reporting software Developed and Commercialized by Developer or its Affiliates that will accept standard sequencing output files generated by the IVD Hardware (as converted by Converter Software if specified in the IVD Plan).

1.13 **"Developer Indemnitees**" is defined in Section 9.2.

1.14 "**Development**" (and its corollaries) means those activities directed to the development of a product, including research, development, verification, qualification, and validation. With respect to an IVD Test Kit, "Development" also includes all activities relating to seeking, obtaining, and maintaining Regulatory Approval.

1.15 "**Disclosing Party**" means a Party who discloses (or whose Representative or Advisor discloses) its Confidential Information to the other Party.

1.16 "**Dispute**" is defined in Section 13.1.

1.17 "**Distributor**" means a Third Party authorized by Developer to purchase IVD Test Kits from Developer or its Affiliate and re-sell those IVD Test Kits to Customers.

1.18 "**Effective Date**" means (a) the GRAIL Closing Date if this Agreement is signed before the GRAIL Closing Date, or (b) the date of last signature below if this Agreement is signed after the GRAIL Closing Date. This Agreement will not be effective unless and until the GRAIL Transaction closes, regardless of the date of signing.

1.19 "**EMA**" means the European Medicines Agency, or any successor thereto.

1.20 **"FDA"** means the United States Food and Drug Administration, or any successor thereto.

1.21 "**Field**" means genetic testing of human samples in the field of oncology, including risk assessment, predisposition, screening, diagnosis, staging, prognosis, prediction, monitoring, and treatment selection; provided, however, that the Field does not include: (a) WGS Assays; (b) forensic testing; (c) non-invasive prenatal testing; (d) pre-implantation genetic screening of embryos or pre-implantation genetic diagnosis of embryos; or (e) human leukocyte antigen testing in connection with

transplantation. As used above, "forensic testing" specifically includes without limitation all testing for (i) legal evidence analysis, (ii) mass disaster, missing persons and unidentified human remains identifications, (iii) parentage determination, (iv) kinship analysis (including for twins), (v) forensic phenotyping, (vi) generation of leads in an investigation, including intelligence and data collection regarding suspected possession, transfer and use of bioweapons in response to a specific bioterror threat or tip, (vii) body fluid, tissue identification, and epigenetic analyses for crime context information, and (viii) investigation of criminal acts using microbes, human metagenomics signatures at crime scenes, including acts of bioterror and biowarfare, traces of human movement via nonhuman DNA, estimation of postmortem interval (PMI, necrobiome), molecular autopsy, or sudden death investigation. As used above, "non-invasive prenatal testing" specifically includes without limitation all testing of nucleic acids of fetal or placental origin present in maternal tissue (including maternal blood and blood components).

1.22 "**Force Majeure**" means any cause beyond such Party's reasonable control and without its fault or negligence, which for example may include fire, flood, tornado, earthquake, hurricane, lightning, pandemic, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, embargo, acts of government (including injunctions), labor shortages or disputes, material or equipment shortages, transportation difficulties, and interruption or failure of any utility service or equipment.

1.23 "**GAAP**" means generally accepted accounting principles in the United States at the time in question.

1.24 "**GRAIL Closing Date**" means the closing date of Illumina's proposed acquisition of GRAIL, Inc. pursuant to the Agreement and Plan of Merger, dated September 20, 2020 (as amended on February 4, 2021 by the Amendment to the Agreement and Plan of Merger), among Illumina, Grail, SDG Ops, Inc., a Delaware corporation and direct, wholly owned subsidiary of Illumina, and SDG Ops, LLC, a Delaware limited liability company and direct, wholly owned subsidiary of Illumina (the "**GRAIL Transaction**").

1.25 "**Illumina Core IP**" means the IP Controlled by Illumina as of the date the IVD Hardware or Sequencing Consumable ships to Developer, that pertains to or covers aspects or features of the IVD Hardware or Sequencing Consumable (or use thereof) that are common to the IVD Hardware or Sequencing Consumable in all applications and all fields of use, but does not include IP that pertains to or covers aspects or features of the IVD Hardware or Sequencing Consumable (or use thereof) only with regard to specific field(s) or specific application(s).

1.26 **"Illumina Indemnitees**" is defined in Section 9.1.

1.27 "**IP**" means all rights in patent, copyrights (including rights in computer software), trade secrets, know-how, trademark, service mark and trade dress rights and other industrial or intellectual property rights under the laws of any jurisdiction, whether registered or not and including all applications therefor and registrations thereto.

1.28 "**IVD Hardware**" means Illumina's expected NovaSeqDx diagnostic sequencing instrument.

1.29 "**IVD Plan**" means, with respect to each IVD Test Kit, the written plan agreed upon by the Parties describing the activities to be undertaken by the Parties to enable Developer to Develop such IVD Test Kit in accordance with this Agreement. Each IVD Plan will include at least: (a) the composition and configuration of the subject IVD Test Kit and the Sequencing Consumables and IVD Hardware to be used in the subject IVD System; (b) the planned activities and timelines for the Development of the IVD Test Kit and IVD System (including the LRM Software Module) to the extent involving or impacting Illumina; (c) the intended use statement for the IVD Test Kit; and (d) any Illumina consulting activities or obligations. Each IVD Test Kit will be described in an IVD Plan. Each reference to "the IVD Plan" in this Agreement refers to the applicable IVD Plan relating to the subject IVD Test Kit.

1.30 "**IVD System**" means a complete in vitro diagnostic system consisting of: (a) IVD Hardware; (b) Sequencing Consumables; (c) the LRM Software Module; (d) an IVD Test Kit; and (e) any Other IVD System Components as may be specified in the applicable IVD Plan. Each IVD System will be described in more detail in the applicable IVD Plan.

1.31 "**IVD Test Kit**" means a kitted nucleic acid sequencing assay Developed by Developer as the legal manufacturer under this Agreement for (and receiving Regulatory Approval for) *in vitro* diagnostic use with IVD Hardware, Sequencing Consumables, and an LRM Software Module in an IVD System in the Territory in the Field, consisting generally of assay-specific target enrichment and library preparation components (including panel specific primers), assay-specific run controls, and Developer Analysis Software. Each IVD Test Kit will be described in the applicable IVD Plan. As context requires, "IVD Test Kits" or "an IVD Test Kit" refers to specific unit(s) of an IVD Test Kit. For clarity, (a) each IVD Test Kit is specific to a particular IVD Hardware (and related Sequencing Consumables) and a particular LRM Software Module; if an assay is for use with more than one IVD Hardware (and related Sequencing Consumables) or LRM Software Module, each such version is a unique IVD Test Kit; and (b) if multiple versions of an assay are or would be the subject of separate PMAs or 510(k)s under U.S. law (regardless of the jurisdiction(s) where Regulatory Approvals are actually sought), then each such version is a unique IVD Test Kit; and (c) subject to (a), if two assays are or would be the subject of the same PMA or 510(k), such that the second assay only requires or would require a supplemental filing with the FDA (regardless of the jurisdiction(s) where Regulatory Approvals are actually sought), the two assays will be deemed to be part of the same IVD Test Kit. If any modification to the LRM Software Module is required, Developer will pay Illumina on a time-and-materials basis for any necessary revisions to such LRM Software Module.

1.32 "**Law**" means: (a) all statutes, regulations, ordinances, and directives and applicable policies, rules, or orders made or given by a governmental authority or Regulatory Authority that, in each case, are binding on a Party as a matter of law; (b) common law and the law of equity as applicable to a Party; (c) court orders, judgments, or decrees that are binding upon a Party; and (d) industry codes of practice, policies, or standards in each case to the extent enforceable against a Party by a governmental authority or Regulatory Authority as law.

1.33 "**Losses**" is defined in Section 9.1.

1.34 "**LRM Software Module**" means a test execution software module that enables an IVD Test Kit to be executed on the IVD Hardware, together with Converter Software if necessary and specified in the IVD Plan, whether or not the Converter Software is part of the LRM Software Module or separate. For Illumina's existing NextSeq 550Dx diagnostic sequencing instrument, the LRM Software Module is, as of the Effective Date, an on-IVD Hardware local run manager software module, but the Parties acknowledge that the NovaSeqDx may use different software to accomplish similar functionality, which software will constitute the LRM Software Module for the NovaSeqDx.

1.35 "**MHRA**" means the Medicines and Healthcare Products Regulatory Agency, or any successor thereto.

1.36 "**Milestone Payments**" is defined in Section 5.1.

1.37 "**Net Sales**" means, with respect to an IVD Test Kit, the gross amount charged (in any manner) by or on behalf of Developer or its Affiliates for the arm's length sale, transfer, or other disposition of an IVD Test Kit to a Customer or Distributor (as further specified below) less the following items to the extent reasonable and actually paid, taken, or incurred with respect to such sale, transfer, or other disposition, all in accordance with standard allocation procedures, allowance methodologies, and accounting methods consistently applied, in accordance with GAAP (except as otherwise provided below):

(a) credits or allowances for returns, rejections, recalls, or billing corrections;

(b) separately itemized freight, postage, shipping, handling, and insurance, and other transportation and importation costs;

(c) separately itemized sales, use, value added, medical device excise, and other similar taxes (excluding income taxes), tariffs, customs duties, surcharges and other governmental charges levied on the production, sale, transportation, delivery or use of the IVD Test Kit in the Territory that are incurred at time of sale or are directly related to the sale and are actually paid; and

(d) any quantity, cash, or other trade discounts, rebates, refunds, or charge backs.

No deductions may be made for sales commissions (or similar payments) or collection costs.

Developer's sale, transfer, or other disposition of an IVD Test Kit to an Affiliate, or the sale, transfer, or other disposition between Affiliates, will not be included in Net Sales unless such sale, transfer, or other disposition is to an Affiliate end-user for the performance of a Subject Test (in which case Net Sales for such Subject Test will be determined as follows). If Developer or its Affiliate uses an IVD Test Kit to perform a Subject Test, such use will be deemed a sale of the IVD Test Kit and Net Sales from such sale will equal the average Net Sales from the arm's length sale of the IVD Test Kit used in the performance of such Subject Test in the country from which the tested sample originated during the same Reporting Period, or if there is no such average value, the average Net Sales from the arm's length sale of the IVD Test Kit in similar markets (or if there are no similar markets, in all markets)

during the same Reporting Period. For the avoidance of doubt, the gross amount charged by Affiliates to Customers or Distributors for sale, transfer, or other disposition of an IVD Test Kit is included in Net Sales.

If Developer or its Affiliate directly or indirectly charges any amount to a Distributor or Customer for access to an LRM Software Module of any kind (in excess of what is charged for the IVD Test Kit and already included in Net Sales), such amount will be included in the Net Sales for the related IVD Test Kit.

In the event that any IVD Test Kit is sold, transferred, or otherwise disposed of in combination with one or more products which are themselves not an IVD Test Kit (or component thereof) ("**Other Products**"), for a single price (a "**Combination Product**"), the Net Sales for such IVD Test Kit will be calculated by multiplying the sales price of such Combination Product by the fraction A/(A+B) where A is the standard published list price of the IVD Test Kit and B is the standard published list price of the Other Products, in each case in the country where the Combination Product was sold, transferred, or otherwise disposed of. If a standard published list price for either the IVD Test Kit or the Other Products is not available, Developer will notify Illumina at least 60 days before the launch of the IVD Test Kit in the applicable country and the Parties will in good faith negotiate an appropriate and reasonable fair market value to represent list price.

If an IVD Test Kit is sold, transferred, or otherwise disposed of in a manner that is not an arm's-length transaction (including without limitation, transactions with related parties, transactions made under duress or threat of litigation, transactions made for no consideration, and transactions made pursuant to a collaboration, joint venture, or similar relationship), or for non-monetary consideration, then Net Sales for such transaction will equal the average Net Sales from the arm's length sale of such IVD Test Kit in the same country during the same Reporting Period.

If, in any case, (x) there is not sufficient information available to reasonably determine Net Sales, (y) Developer employs a method or structure for Commercializing the IVD Test Kits that does not reasonably fit the above calculations or does not result in a reasonable Net Sales calculation, or (z) the nature of the applicable technology or market significantly changes such that the above calculations do not result in a reasonable Net Sales calculation, Illumina and Developer will negotiate in good faith an appropriate and reasonable Net Sales value.

1.38 "**NMPA**" means the National Medical Products Administration, or any successor thereto.

1.39 "**Other IP**" is defined in Section 6.6(a).

1.40 "**Other IVD System Components**" means instruments, reagents, and other components other than an IVD Test Kit, IVD Hardware, Sequencing Consumables, and LRM Software Module, that are specified in the IVD Plan to be Developed and Commercialized by Developer as part of the IVD System.

1.41 "**Person**" means an individual or firm, trust, corporation, partnership, joint venture (whether entity-based or by contract), limited liability company, association, unincorporated organization, or other legal or governmental entity.

1.42 "**PMDA**" means the Japan Pharmaceuticals and Medical Devices Agency, or any successor thereto.

1.43 "**Receiving Party**" means a Party who receives Confidential Information from the other Party or its Representatives or Advisors.

1.44 "**Regulatory Approval**" means all approvals, licenses, consents, authorizations, clearances and CE-IVD marking (including self-certification when applicable) from applicable Regulatory Authorities required to Commercialize the IVD Test Kit (together with the LRM Software Module), IVD System, Sequencing Consumables, or IVD Hardware (as the context requires) in a given jurisdiction.

1.45 "**Regulatory Authority**" means any national, supranational, regional, state or local regulatory agency, administration, department, bureau, commission, council or other governmental entity including the FDA, the EMA, the PMDA, the NMPA, the MHRA and any notified body or other equivalent entity, involved in the granting or receipt of Regulatory Approvals.

1.46 "**Reporting Period**" is defined in Section 5.3.

1.47 "**Representatives**" means, with respect to a Party, its Affiliates, and such Party's and its Affiliates' respective directors, officers, employees, contractors, consultants, Subcontractors and agents.

1.48 "**Revenue Share**" is defined in Section 5.2.

1.49 "**Sequencing Consumables**" means the Illumina diagnostic core sequencing consumables specified in the applicable IVD Plan for each IVD Test Kit.

1.50 "**Subcontractor**" means a Third Party (including a Distributor) to which Developer has subcontracted any of its Development or Commercialization obligations under this Agreement in accordance with, and to the extent permitted under, the terms and conditions of this Agreement.

1.51 "**Subject Test**" means a genetic test performed by or on behalf of Developer or its Affiliate using an IVD Test Kit to test samples in exchange for payment.

1.52 "**Supply Agreement**" means the Supply Agreement entered into by the Parties on _____.

1.53 "**Term**" is defined in Section 11.1.

1.54 "**Territory**" means, for each IVD Test Kit, the jurisdiction(s) specified in the IVD Plan in which Developer will seek Regulatory Approval and Commercialize the IVD Test Kit, which jurisdiction(s) may include any jurisdiction(s) worldwide where the IVD Hardware has the appropriate Regulatory Approval.

1.55 "**Third Party**" means any party other than: (a) Developer or any of its Affiliates; or (b) Illumina or any of its Affiliates.

1.56 "**Third Party IP**" means any IP owned or controlled by a Third Party.

1.57 "**Withholding**" is defined in Section 5.6.

1.58 "**WGS Assay**" means an assay that sequences all or substantially all of the genome to a depth greater than 10x and reports information concerning nucleotide base calls or variants in nucleotide sequence, structure, or copy number; provided, however, that WGS Assay does not include any such assay that reports only genome-wide signals such as (a) DNA fragmentation patterns or (b) nucleotide base modification such as methylations.

2. DEVELOPMENT OF IVD TEST KITS

2.1 Development of the IVD Test Kits.

(a) From time to time throughout the Term, Developer will submit to Illumina written proposals for IVD Plans concerning IVD Test Kits to be Developed under this Agreement for Illumina's review and approval. Developer may Develop up to three IVD Test Kits under this Agreement. The Parties will in good faith negotiate commercially reasonable terms (e.g. with respect to timelines, territory, regulatory activities, etc.) for each proposed IVD Plan. Illumina may not unreasonably reject any proposed IVD Plan.

(i) Without limiting Illumina's right to reasonably reject any proposed IVD Plan, Illumina may reject, in its discretion, any proposed IVD Plan that: (A) is reasonably likely to cause Illumina or its Affiliate not to comply with Law, or result in a breach of any agreement or other arrangement to which Illumina or its Affiliate is a party, (B) would result in an IVD Test Kit that is reasonably likely to be used in a manner that is contrary to ethical guidelines promulgated by established national and international ethical bodies; (C) is reasonably likely to require Illumina to engage in any Development activities after expiration of the Term; (D) is not technologically feasible or would require IVD Hardware or Sequencing Consumables to be used in a manner outside standard, published, specifications or Illumina's standard terms and conditions of sale; (E) is reasonably likely to result in an IVD Test Kit that violates or infringes upon the IP of a Third Party; or (F) requires Illumina to perform activities not contemplated by this Agreement (specifically including any matter set forth in Section 2.3(e) or (f)).

(ii) Upon agreement on the terms of such IVD Plan and execution by the Parties in an amendment to this Agreement pursuant to Section 13.8, each IVD Plan will be incorporated into

this Agreement in Exhibit A. An IVD Plan may only be amended by written agreement pursuant to Section 13.8. In the event of any conflict between an IVD Plan and this Agreement, this Agreement will govern and control unless the IVD Plan expressly provides to the contrary.

(b) Developer will use commercially reasonable efforts to Develop, at its sole cost and expense, each IVD Test Kit in accordance with the IVD Plan and will provide to Illumina written reports reasonably summarizing its Development efforts as reasonably requested by Illumina from time to time.

(c) Developer will purchase from Illumina the IVD Hardware and Sequencing Consumables necessary for performance of each IVD Plan pursuant to Section 2.2 below.

(d) Illumina will develop and verify the LRM Software Module for each IVD Test Kit pursuant to the IVD Plan and Section 2.4 below.

(e) Illumina will, subject to Section 2.3, use commercially reasonable efforts to maintain existing Regulatory Approvals, and new Regulatory Approvals once obtained, for each IVD Hardware and related Sequencing Consumables in the Territory, during the applicable Change Period and for five years thereafter, in accordance with the IVD Plan and this Agreement.

(f) Developer will use commercially reasonable efforts to seek, obtain, and maintain Regulatory Approvals for each IVD Test Kit and the corresponding LRM Software Module in the Field in the Territory, in accordance with the IVD Plan and this Agreement.

(g) Illumina will, subject to Section 2.3, provide reasonable consultation with respect to Developer seeking, obtaining, and maintaining Regulatory Approvals for each IVD Test Kit and LRM Software Module in the Field in the Territory during the Term, as requested by Developer.

(h) Illumina will provide reasonable consultation with respect to performance optimization of IVD Test Kits, which consultation will not involve technical Development or testing.

(i) Illumina's Development obligations under this Agreement will be limited to the obligations expressly specified in Sections 2.1(a)-(h) above. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires, or may be construed to require, Illumina or its Affiliates to (A) modify IVD Hardware or Sequencing Consumables or develop new IVD Hardware or Sequencing Consumables; or (B) engage in any technical development or studies with respect to an IVD Test Kit or IVD System, except to the extent necessary to Develop the LRM Software Module as described in Section 2.4.

(j) For clarity, Developer will be solely responsible, at Developer's sole cost and expense, for: (i) Developing each IVD Test Kit; (ii) testing and validating each IVD Test Kit and related LRM Software Module (including analytical or pre-clinical studies, validation studies, stability studies, and clinical studies) in connection with the IVD System; and (iii) preparing and submitting regulatory filings and obtaining Regulatory Approvals for the IVD Test Kit and related LRM Software Module.

2.2 Supply and Purchase of IVD Hardware and Sequencing Consumables. Developer will purchase the IVD Hardware and Sequencing Consumables required to perform each IVD Plan from Illumina. All IVD Hardware and Sequencing Consumables purchased by Developer for Development of IVD Test Kits under this Agreement will be purchased under the Supply Agreement.

2.3 Regulatory Matters.

(a) From time to time upon Developer's request, Illumina will provide Developer with an updated list of all Regulatory Approvals obtained for the NovaSeqDx. For clarity, Illumina makes no representation, warranty, or guarantee that NovaSeqDx will receive Regulatory Approval in any jurisdiction.

(b) Developer will own and retain all right, title, and interest in and to all Regulatory Approvals for, and all regulatory documentation covering, the IVD System, other than the IVD Hardware and Sequencing Consumables. Developer will be responsible for all interactions with Regulatory Authorities and will (at its sole cost and expense) prepare all regulatory documentation and submit all regulatory filings to the respective Regulatory Authorities in the Territory with regard to the IVD System other than IVD Hardware and Sequencing Consumables in accordance with the IVD Plan.

(c) Developer will keep Illumina informed of any material regulatory filings and other material regulatory activities related to the IVD Test Kits and related LRM Software Modules to the extent that such information is relevant to Illumina's obligations under this Agreement.

(d) Illumina will own and retain all right, title, and interest in and to all Regulatory Approvals and all regulatory documentation covering the IVD Hardware and related Sequencing Consumables. Illumina will be responsible for all interactions with Regulatory Authorities with regard to the IVD Hardware and related Sequencing Consumables.

(e) Notwithstanding anything to the contrary, Illumina will not be required under this Agreement or any IVD Plan to obtain any Regulatory Approval or to otherwise expand or modify any Regulatory Approval for Sequencing Consumables or IVD Hardware (including any expanded sample type claim or additional Regulatory Approval in any jurisdiction(s)).

(f) Notwithstanding anything to the contrary, Illumina will not be required under this Agreement to provide any regulatory or other support for: (i) site-specific regulatory submissions, site-specific applications, or site-specific registrations before the FDA (or any similar submissions, applications, or registrations before any other Regulatory Authority); (ii) expansions of indications or intended uses of an IVD Test Kit in any field other than the Field; or (iii) Development or Commercialization of an IVD Test Kit outside the Field or the Territory.

(g) The Parties will in good faith consider any guidance and feedback obtained from Regulatory Authorities in response to Developer's attempts to obtain Regulatory Approval for IVD Test Kits and related LRM Software Modules, including guidance and feedback obtained during pre-

submission meetings (or foreign equivalent), and if necessary will work together in good faith to negotiate a corresponding amendment to the IVD Plan (e.g., timelines, scope, or limits to support) to address any such guidance and feedback in a mutually acceptable manner as deemed reasonably necessary by the Parties to address such feedback, subject to Section 2.3(e) and (f).

(h) During the Term, each Party will maintain ISO 13485 and MDSAP Quality Management Certificates applicable to each IVD System and will continue to retain an internationally recognized notified body to conduct all ISO 13485 and MDSAP audits, and any other applicable audits for which a notified body is required.

(i) For the avoidance of doubt, Illumina will be the "Legal Manufacturer" of the IVD Hardware and Sequencing Consumables as that term is defined in the Medical Device Regulation (EU 2017/745) and the In Vitro Diagnostic Regulation (EU 2017/746), and Developer will be the Legal Manufacturer of the IVD Test Kit, LRM Software Module, and Other IVD System Components.

2.4 Development of LRM Software Modules.

(a) Illumina will develop and verify each LRM Software Module pursuant to the IVD Plan in accordance with the specifications agreed upon in the IVD Plan; provided, however, that if an IVD Plan specifies that Developer will provide access to the Converter Software separately from the rest of the LRM Software Module, Developer will be solely responsible for all testing and verification of the Converter Software. Promptly after Developer's receipt of the development version of the LRM Software Module from Illumina, and within the period of time specified in the IVD Plan (the "**Acceptance Period**"), Developer will perform testing of the IVD Test Kit with the LRM Software Module to confirm it meets the specification requirements set forth in the IVD Plan (the "**Acceptance Test**").

(b) If an LRM Software Module fails the Acceptance Test, Developer will promptly notify Illumina. Illumina will use commercially reasonable efforts to remedy the issue and resubmit the LRM Software Module to Developer for a new Acceptance Test, to be completed in accordance with Section 2.4(a). This process will continue until the LRM Software Module passes or is deemed to pass the Acceptance Test.

(c) After successful completion of the Acceptance Test, Illumina will verify that the LRM Software Module meets all of its specified requirements and provide Developer with a software requirement document, software verification protocol, and verification test report. Developer may submit these documents in seeking Regulatory Approval for the IVD Test Kit and LRM Software Module.

(d) Developer will be solely responsible for validating each LRM Software Module and its performance relative to the IVD Test Kit and IVD System. In the event that the validation of the IVD Test Kit and IVD System fails and requires changes to the LRM Software Module, the Parties will negotiate in good faith such changes for such LRM Software Module, and the acceptance and correction provisions of Sections 2.4(a) and (b) will again apply.

(e) As between the Parties, Illumina will retain ownership of the LRM Software Modules and all IP embodied therein or relating thereto. Following Regulatory Approval of each LRM Software Module pursuant to the IVD Plan, or when otherwise specified in the IVD Plan, Illumina will deliver to Developer an executable version of the LRM Software Module wrapped in an installer package, including instructions for installation.

(f) Developer will not receive the source code for any LRM Software Module. Developer may not, directly or indirectly, on its own behalf or by assisting or enabling any Affiliate or Third Party: (i) modify, adapt, improve, translate, reverse engineer, decompile, disassemble, or create derivative works of any LRM Software Module; (ii) attempt to defeat, avoid, by-pass, remove, deactivate, or otherwise circumvent any software protection mechanisms in any LRM Software Module, including without limitation, any such mechanism used to restrict or control the functionality of any LRM Software Module; or (iii) attempt to access or derive the source code or the underlying ideas, algorithms, structure, or organization form of any LRM Software Module.

2.5 Modification and Termination of IVD Plans.

(a) If at any time Illumina contends it is not reasonable to continue performing under an IVD Plan (including for the reasons set forth in Section 2.1(a)(i) above), or that an IVD Plan or either Party's performance thereunder is contrary to the terms and conditions of this Agreement, the Parties will in good faith discuss and negotiate potential amendments to the IVD Plan or modifications to the Parties' activities under the IVD Plan in order to address such belief. Notwithstanding anything to the contrary, Illumina will not be required to perform activities with respect to an IVD Plan described in Section 2.1(a)(i).

(b) Developer may in its discretion terminate an IVD Plan for any or no reason without terminating the rest of this Agreement by providing 30 days prior written notice to Illumina. If Developer terminates an IVD Plan: (i) the Parties will promptly negotiate in good faith a close-out plan; and (ii) each Party will cease performing all work not necessary for the orderly close-out of the IVD Plan or for the fulfillment of any regulatory requirements required by applicable Law to terminate the Project.

3. COMMERCIALIZATION OF IVD TEST KITS

3.1 Commercialization and Support.

(a) During the Term, Developer will use commercially reasonable efforts to: (i) Commercialize each IVD Test Kit and distribute the LRM Software Module for use with each IVD Test Kit in the Territory; (ii) provide product support and technical support for each IVD Test Kit and LRM Software Module in a manner consistent with industry standards; and (iii) promptly refer to Illumina all support inquiries which Developer has reasonably determined to be caused by, or directed to, the IVD Hardware or Sequencing Consumables. For clarity, except to the extent expressly provided in this Agreement, Developer will be solely responsible, at Developer's sole cost and expense, for

Commercializing the IVD Test Kit and distributing the related LRM Software Module to its Customers for use with the IVD System.

(b) During the Term, Illumina will use commercially reasonable efforts to: (i) provide product support and technical support for the IVD Hardware and Sequencing Consumables in the Territory, including providing support to Developer's Customers, in accordance with its standard warranty and customer service practices; (ii) provide second-tier product and technical support for the LRM Software Module to Developer; and (iii) promptly refer to Developer all support inquiries which Illumina has reasonably determined to be caused by, or directed to, an IVD Test Kit or LRM Software Module. Developer will advise Customers that they may purchase the IVD Hardware and Sequencing Consumables from Illumina. During the Change Period, Illumina will sell IVD Hardware and Sequencing Consumables to Customers in the Territory (directly or indirectly through its Affiliates and authorized distributors) in accordance with Illumina's standard sales practices. Illumina will use commercially reasonable efforts to continue selling Sequencing Consumables to Customers in the Territory (directly or indirectly through its Affiliates and authorized distributors) in accordance with Illumina's standard sales practices for an additional five years after the Change Period.

(c) Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Developer may: (i) use Subcontractors to Develop IVD Test Kits on Developer's behalf; (ii) use Distributors to purchase and resell IVD Test Kits on Developer's behalf; and (iii) use Affiliates to Develop and Commercialize IVD Test Kits on Developer's behalf; in each case ((i)-(iii)) in the ordinary course of business; provided that: (iv) Developer will be responsible for all acts and omissions of such Subcontractors and Affiliates; (v) Developer will be liable for all acts and omissions of such Subcontractors or Affiliates that constitute a breach of this Agreement, or that would constitute a breach of this Agreement if performed (or not performed) by Developer, and such acts and omissions will constitute Developer's breach of this Agreement; and (vi) without limiting the generality of the foregoing, for each such subcontract, Developer will include in its subcontract a right for Illumina to audit the books, records, data or other information of such Subcontractor to confirm compliance with the terms and conditions of this Agreement.

(d) Developer and its Affiliates may sell, transfer, or otherwise dispose of IVD Test Kits only to Affiliates, Distributors, and Customers, and only in the ordinary course of business. Affiliates and Distributors may sell, transfer, or otherwise dispose of IVD Test Kits only to Customers, and only in the ordinary course of business. Developer and its Affiliates and Distributors may not attempt to circumvent or reduce Revenue Share payable to Illumina by entering into any arrangement not in the ordinary course of business, including sham arrangements, straw man arrangements, or other arrangements with the intent of, or having a primary purpose of, avoiding or reducing Revenue Share payable to Illumina.

(e) IVD Test Kits and LRM Software Modules may be Commercialized only under a Developer-owned brand and not as a private label or "white label" for any Person other than Developer or its Affiliate or under any original equipment manufacturer (OEM) arrangement. Without limiting the foregoing, Developer and its Affiliates may not Develop or Commercialize any IVD Test Kit or distribute any LRM Software Module on behalf of any other Person or otherwise act in any manner

that implies the source of any IVD Test Kit or LRM Software Module is Person other than Developer or its Affiliate.

3.2 Commercialization of LRM Software Modules.

(a) Developer is solely responsible for distributing each LRM Software Module to its Customers pursuant to the rights granted in Section 6.3. Without limiting the generality of the foregoing, Developer is solely responsible for: (i) providing each LRM Software Module to its Customers, by distributing the installer package or installing the LRM Software Module; and (ii) except to the limited extent expressly set forth in Section 3.2(b) below, supporting each LRM Software Module and its Customers' use of each LRM Software Module. Developer will use and distribute the installer package for the LRM Software Modules only for the purposes expressly authorized under this Agreement. For clarity, Developer and its Distributors may only install, or allow its Customers to install, the LRM Software Module on the IVD Hardware for which it was designed, and for use with the IVD Test Kit for which it was designed, as specified in the IVD Plan.

(b) Following the passing of the Acceptance Test and verification of each LRM Software Module pursuant to the IVD Plan:

(i) if, during the Change Period, either Party identifies any malfunction in the LRM Software Module that interferes with the functionality of the LRM Software Module and other similar software modules developed for Developer or Illumina's other Third Party *in vitro* diagnostic test kit developers for use with the IVD Hardware, such Party will notify the other, and Illumina will, at Illumina's cost, use commercially reasonable efforts to remedy such malfunction and deliver to Developer a new version of the LRM Software Module (for distribution to its Customers pursuant to this Section 3.2) within a commercially reasonable period of time, subject to the Acceptance Test process set forth in Section 2.4(a);

(ii) if, during or after the Change Period, either Party identifies any other malfunction in the LRM Software Module (not otherwise covered by Section 3.2(b)(i)) that interferes with the functionality of the LRM Software Module, the Parties will negotiate in good faith the terms under which Illumina may remedy such malfunction; and

(iii) if Developer desires that Illumina provide any fixes, enhancements, modifications, or improvements to the LRM Software Module not addressed by Section 3.2(b)(i) or (ii) the Parties will negotiate in good faith the terms under which Illumina may perform such work at Illumina's discretion.

(c) For clarity, Illumina will not be required to provide any enhancements, modifications, fixes, or improvements to any LRM Software Module except to the limited extent set forth in Section 3.2(b) above.

(d) For Illumina's existing NextSeq 550Dx diagnostic sequencing instrument, the LRM Software Module is, as of the Effective Date, an on-instrument local run manager software module, but

the Parties acknowledge that the NovaSeqDx may use different software to accomplish similar functionality, which software will constitute the LRM Software Module for the NovaSeqDx. If the terms and conditions of this Agreement with respect to LRM Software Modules do not reasonably accommodate the NovaSeqDx LRM Software Modules, or if the application of those terms and conditions to the NovaSeqDx LRM Software Modules leads to results that materially differ from the intent and effect of the terms and conditions of this Agreement with respect to LRM Software Modules, the Parties will in good faith negotiate replacement terms with respect to such NovaSeqDx LRM Software Modules that match the intent and effect of the terms and conditions of this agreement with respect to LRM Software Modules as closely as is reasonably possible.

3.3 Insurance. During the Term and for five years thereafter, Developer and Illumina will each self-insure or maintain, at its sole expense, commercial and product liability insurance relating to its components of the IVD Systems that is comparable in type and amount to the insurance customarily maintained by such Party with respect to similar products that are Commercialized in the applicable Territory.

4. QUALITY

4.1 Routine Quality Audits. During the Term, Illumina agrees to allow Developer (at Developer's sole expense) to audit Illumina's operations that pertain to Sequencing Consumables, IVD Hardware, and LRM Software Modules, upon 60 days' prior written notice, during normal business hours, no more often than once per calendar year only to the extent necessary to satisfy Developer's obligations under applicable Law and regulatory requirements. The locations, times, dates, scope, and goals for such audits must be reasonably agreed upon in writing by the Parties before commencement of the audit.

4.2 For-Cause Quality Audits. During the Term, Developer will have the right to audit Illumina's facilities and records that pertain to Sequencing Consumables, IVD Hardware, and LRM Software Modules upon 30 days' prior written notice, during normal business hours, related specifically to a formal supplier corrective action request (SCAR) previously issued by Developer associated with the scope and corrective actions associated with said SCAR.

4.3 Process. Developer will comply with all of Illumina's reasonable security and safety policies when conducting any audit pursuant to Sections 4.1 or 4.2. All information learned by Developer in the course of such audit is Illumina Confidential Information. If requested by Illumina, Developer will ensure that any person conducting the audit sign Illumina's confidentiality agreement before conducting such audit; provided that the terms thereof are substantially similar to the confidentiality obligations in this Agreement. Developer will provide Illumina written copies of all findings of any such audit within 30 days of completion of the audit.

4.4 Product Changes and Discontinuance.

(a) Planned Changes. Illumina acknowledges that planned changes to, or discontinuations of, IVD Hardware, Sequencing Consumables, or LRM Software Modules may incur costs and risks for both Parties and will only be considered during the Change Period with a commercially reasonable

rationale and justification. Illumina will provide Developer with written notice of any major planned changes to, or discontinuation of, any IVD Hardware, Sequencing Consumable, or LRM Software Modules during the Change Period at least six months before making such a change, or twelve months before a discontinuation, in order to allow Developer to plan accordingly. As used in this paragraph and in (b) below, a "major" change is a change that Illumina reasonably expects to require Developer to make a filing or submission to any Regulatory Authority in connection with obtaining or maintaining Regulatory Approval for the IVD Test Kit. If Illumina reasonably determines that such a change would require Developer to submit an "180 Day Supplement" to the FDA (as defined in 737(4)(c) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 379i(4)(c)), or a similar filing in any other applicable jurisdiction, such that the six or twelve month notice period described above would not allow Developer sufficient time to generate data required for such 180 Day Supplement, Illumina will use commercially reasonable efforts to provide notice sufficiently in advance of such change to enable Developer to generate such data, and will work in good faith with Developer to assist Developer to timely submit the 180 Day Supplement.

(b) Unplanned Changes. Illumina reserves the right to make unplanned changes to IVD Hardware, Sequencing Consumables, and LRM Software Modules due to safety, applicable Law, regulatory requirements, failure to conform to specifications, or Force Majeure. Illumina will notify Developer in writing as soon as reasonably practicable of any such unplanned major changes during the Term.

(c) Discontinuation. Other than the changes described in (a) and (b) above, Illumina will continue to sell and provide support for the IVD Hardware and Sequencing Consumables in the original form used for Development and regulatory submission for an IVD Test Kit on the terms set forth herein in the Territory throughout the Change Period, and will use commercially reasonable efforts to continue selling Sequencing Consumables and providing support for the IVD Hardware for five years after the Change Period. Illumina makes no representation, warranty, or covenant that the IVD Hardware or Sequencing Consumables will be manufactured or sold outside the Territory or after the Change Period (except as set forth in the preceding sentence with the respect to the additional five year period). Except as set forth in (a) and (b) and Section 2.5 above, Illumina is under no obligation to notify Developer of any changes to, or discontinuation of, existing products or Development of new products.

(d) Transition. Following a notice under (a) or (b) above with respect to Sequencing Consumables or LRM Software Modules (or software having similar functionality), upon Developer's reasonable request, Illumina will discuss with Developer the steps necessary to transition to modified or successor Sequencing Consumables or LRM Software Modules, if any, and use commercially reasonable efforts to assist Developer with such transition in accordance with this Agreement.

(e) Illumina Obligations to Customers. Nothing in this Section 4.4 is intended to limit any contractual obligations of Illumina to Customers pursuant to any separate agreements between Illumina and Customers with respect to the supply of IVD Hardware or Sequencing Consumables.

5. FINANCIAL CONSIDERATION

5.1 Milestone Payments. Developer will pay the non-refundable, non-creditable, milestone payments to Illumina set forth in Exhibit B upon achievement of the milestones set forth therein (the "**Milestone Payments**"). Developer will promptly notify Illumina in writing of its achievement of each milestone in Exhibit B (email is acceptable), and Illumina will promptly acknowledge such achievement (email is acceptable), and (unless otherwise specified in Exhibit B) Developer will make the specified Milestone Payment no later than 30 days after sending such notice.

5.2 Revenue Share. As partial consideration for the right to Develop and Commercialize the IVD Test Kits for use with IVD Hardware and Sequencing Consumables, and other activities and consideration of Illumina contemplated by this Agreement, Developer will pay Illumina six percent (6%) of Net Sales (such amount referred to as the "**Revenue Share**").

5.3 Reporting. Developer will furnish to Illumina a written report within 30 days after the close of each calendar quarter (March 31, June 30, September 30, and December 31) (each, a "**Reporting Period**") showing on a product-by-product and country-by-country basis: (a) the number of IVD Test Kits sold, transferred, or otherwise disposed of, and the number of IVD Test Kits used by Developer and its Affiliates in performing Subject Tests, during the Reporting Period; (b) the gross amount charged during the Reporting Period for IVD Test Kits; (c) a detailed explanation of any IVD Test Kits sold, transferred, or otherwise disposed of during the Reporting Period in any transaction that was not at arm's length; (d) a reasonably detailed calculation of Net Sales during the Reporting Period, including a separate revenue calculation for any Subject Tests; (e) the exchange rates used in determining the Revenue Share; and (f) the amount of Revenue Share payable to Illumina. All currency conversions will be made using Developer's standard financial reporting procedures which will be consistently applied in accordance with GAAP. Developer will provide such additional information concerning the calculation of the Revenue Share as Illumina may reasonably request from time to time to enable Illumina to confirm the accuracy of such calculation. All such reports will be prepared consistently in accordance with GAAP, except to the extent otherwise expressly required by this Agreement. If it becomes necessary to satisfy Illumina accounting obligations under applicable Law, upon Illumina's request Developer will provide a good faith estimate of Revenue Share payable to Illumina within 10 Business Days after the close of each quarter.

5.4 Payments. Payment of the Revenue Share earned during a Reporting Period will accompany each report described in Section 5.3. Other than payment for Sequencing Consumables and IVD Hardware purchased by Developer (which will be governed by the Supply Agreement), all payments required under this Agreement from Developer will be paid in the United States Dollars by wire transfer pursuant to the wire instructions as Illumina may from time to time provide. Developer may not deduct or withhold any wire transfer fees, bank charges, or any other fees or charges incurred in connection with making such payment. If Developer fails to make any payment on or before the date it is due, interest will accrue on such payment on a daily basis from the date such payment was originally due at a rate equal to 1.5% per month compounded monthly, or the maximum amount allowed by Law, if lower, until paid. Developer's obligations to pay interest on late payments may not be construed to limit or restrict any other right or remedy which may be available to Illumina. In the

event of a dispute regarding any payments due and owing hereunder, all undisputed amounts will be paid when due, and the balance, if any, will be paid promptly after settlement of the dispute, including any accrued interest thereon.

5.5 Records. Developer will maintain written records with respect to its activities and operations under this Agreement, including the Development and Commercialization of IVD Test Kits, in sufficient detail to enable Illumina or its designated accountants to confirm compliance with the terms of this Agreement and the accuracy and completeness of the amounts of Net Sales and Revenue Share reported to, and all amounts paid or payable to, Illumina. Such records will be complete and accurate in all material respects. Developer will maintain such records during the Term and for five years thereafter. During the Term and for five years thereafter, Developer agrees to allow Illumina (at Illumina's sole expense, except as provided below) to audit such records upon 30 days' prior written notice, during normal business hours, no more often than once per calendar year only to the extent necessary to confirm compliance with the terms of this Agreement and the accuracy and completeness of the calculation of Net Sales, the amounts of Revenue Share, and any other amounts payable to Illumina. The expense of such audit will be borne by the Illumina; provided, however, that, if an underpayment of 5% or more for any Reporting Period is discovered, then such expenses will be paid by Developer. Without limiting Illumina's rights under this Agreement, if any such audit determines that additional amounts were owed to Illumina during any period, Developer will pay such amounts (including interest thereon from the date such amounts were originally payable) within 30 days after the date Illumina notifies Developer of such additional amounts. The locations, times, and dates for such audits must be reasonably agreed upon in writing by the Parties before commencement of the audit. Illumina will comply with all of Developer's reasonable security and safety policies when conducting any audit. All information learned by Illumina in the course of such audit is Developer Confidential Information. If requested by Developer, Illumina will ensure that any person conducting the audit sign Developer's confidentiality agreement before conducting such audit; provided that the terms thereof are substantially similar to the confidentiality obligations in this Agreement.

5.6 Taxes. All amounts payable to Illumina under this Agreement are exclusive of and are payable without withholding or deduction for goods and services taxes, value added taxes, other taxes, customs duties, tariffs, or other charges required by Law from time to time. Without limiting the foregoing, if applicable Law requires any amount to be withheld, charged, deducted, or assessed against any amount owed by Developer to Illumina under this Agreement (each, a "**Withholding**"), Developer will timely withhold and pay all such Withholdings, and will promptly furnish Illumina with certificates evidencing payment of all such Withholdings. If applicable Law requires Illumina to pay such Withholding, and will not permit Developer to pay such Withholding, the Parties will in good faith negotiate a payment mechanism that results in Illumina receiving and retaining the full amounts to which it is entitled net of the Withholding.

6. INTELLECTUAL PROPERTY

6.1 Development Rights. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement and the Supply Agreement, Developer's or its Affiliate's purchase of Sequencing Consumables and IVD Hardware from Illumina and its Affiliates under this Agreement and

the Supply Agreement confers upon Developer, its Affiliate, or Subcontractor, by exhaustion, the personal, limited, non-exclusive, non-transferable, right under Illumina Core IP to use the purchased Sequencing Consumables and IVD Hardware to Develop the applicable IVD Test Kit during the Term solely for use in the Territory in the Field with the IVD Hardware, Sequencing Consumables and LRM Software Module strictly in accordance with this Agreement and the IVD Plan for such IVD Test Kit. For clarity, the rights granted in this Section 6.1 expressly exclude any and all rights to, and Developer and its Affiliates and Subcontractors may not, make, have made, sell, have sold, offer for sale, or have offered for sale Sequencing Consumables or IVD Hardware. The Parties agree that this Section 6.1 is intended to, and does, alter the effect of the exhaustion of patent rights that could otherwise result if the sale of Sequencing Consumables and IVD Hardware was made without restriction.

6.2 Right of Reference. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Illumina hereby grants to Developer the right to permit the FDA (or similar Regulatory Authority in a Territory designated in the applicable IVD Plan) to refer to the device listing for the IVD Hardware and Sequencing Consumables in support of seeking Regulatory Approval for the IVD Test Kit and LRM Software Module in the Territory during the Term, and to incorporate the information contained in such device listing into the submission(s) for the IVD Test Kit and LRM Software Module by reference, to the extent set forth in and in accordance with the applicable IVD Plan for such IVD Test Kit. To the extent required by the FDA (or similar Regulatory Authority in a Territory designated in the applicable IVD Plan) Illumina will prepare and submit a letter of authorization documenting such right of reference.

6.3 Right to Distribute LRM Software Modules. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Illumina hereby grants to Developer the personal, non-transferable, non-exclusive, right during the Term to: (a) reproduce and distribute each LRM Software Module installer package that has been delivered to, and accepted by, Developer as set forth in Section 3.2(a), solely in executable object code, to its Customers in the Territory and authorize such Customers to install and use the LRM Software Module on the IVD Hardware for which it was designed with the IVD Test Kit for which it was designed; and (b) install each such LRM Software Module on its Customers' IVD Hardware in the Territory by running such installer package and authorize such Customers to use the LRM Software Module on the IVD Hardware for which it was designed with the IVD Test Kit for which it was designed. Developer may sublicense the foregoing rights to its Affiliates and Distributors.

6.4 Rights Granted to Illumina. Subject to, and contingent upon compliance with, the terms and conditions of this Agreement, Developer hereby grants to Illumina and its Affiliates a limited, nonexclusive, non-transferable, non-sublicensable license under any IP of Developer as necessary for, and for the sole purpose of allowing, Illumina to perform its obligations under this Agreement (including development of LRM Software Modules) during the Term.

6.5 All Rights Reserved.

(a) No IP is assigned or otherwise transferred under this Agreement. Without limiting the generality of the foregoing, as between the Parties, each Party or its Affiliate will retain all IP: (i) that is

Controlled by the Party or its Affiliate before the Effective Date; (ii) that is developed by the Party or its Affiliate, or which otherwise comes under the Control of the Party or its Affiliate, during the Term independently from performing under this Agreement; or (iii) that is developed, generated, conceived, or reduced to practice by or on behalf of the Party or its Affiliate in the course of performing under this Agreement.

(b) Except as expressly stated in this Section 6 and in the Supply Agreement, no right under any Illumina IP is granted expressly, by implication, estoppel, or otherwise, under this Agreement. Except as expressly stated in this Section 6 no right under any Developer IP is granted, expressly, by implication, estoppel, or otherwise, under this Agreement.

6.6 Other IP.

(a) Developer is solely responsible for determining whether it has, and for obtaining, all rights to IP that are necessary for Developer's Development and Commercialization of IVD Test Kits, including any Third Party IP and any additional rights from Illumina or Illumina's Affiliates that are not expressly granted in this Agreement or in the Supply Agreement (together with Third Party IP, "**Other IP**"). Illumina makes no representation, warranty, or guarantee that Developer's IVD Test Kits will not violate or infringe Other IP, and expressly disclaims and excludes any such representation, warranty, or guarantee, and any statement or implication otherwise, to the maximum extent permitted by Law. Notwithstanding anything in this Agreement to the contrary, Developer assumes all risks associated with not obtaining any required rights to Other IP.

(b) If any IVD Test Kit or any component thereof violates or infringes any Third Party IP, Developer, at its sole cost and expense, will use commercially reasonable efforts to either (i) obtain a license under IP or otherwise procure the right to Commercialize such IVD Test Kit, or (ii) replace or modify such IVD Test Kit or component thereof so that it no longer violates or infringes such IP.

(c) Upon Developer's request during the Term, Illumina will in good faith consider granting a license to Developer or its Affiliate under any Other IP Controlled by Illumina or its Affiliates for the purpose of Developing and Commercializing one or more IVD Test Kits. Any such license will be on commercially reasonable terms.

6.7 Rights are Personal. The rights granted in this Section 6 are personal, non-sublicensable (except to the limited extent permitted in Section 6.3 above), and non-transferable. Any purported transfer, grant, or other conveyance of the rights granted in this Section 6 (or any portion of such rights), except to the limited extent permitted in Section 6.3 above, will be null, void, and of no effect.

7. CONFIDENTIAL INFORMATION

7.1 Disclosure and Use Restriction.

(a) Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, the Receiving Party will keep confidential and may not publish or otherwise disclose or transfer the Disclosing Party's Confidential Information to any Third Party.

(b) The Receiving Party may disclose the Disclosing Party's Confidential Information only to its Advisors and Representatives who are bound by confidentiality and non-use restrictions at least as restrictive as those set forth in this Agreement and who have a specific need to know in order for the Receiving Party to be able to perform its obligations and exercise its express rights under this Agreement, and only to the extent necessary for such purposes. Each Party will be responsible for any conduct by its respective Advisors and Representatives that constitutes a breach of this Section 7 or that would be a breach of this Section 7 by such Party had such Party engaged in such conduct itself. Such conduct will be deemed and is a breach of this Agreement by such Party.

(c) The Receiving Party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but in no event less than a reasonable standard of care) to ensure that it and its Advisors and Representatives do not disclose or make any unauthorized use of the Disclosing Party's Confidential Information. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information.

(d) The confidentiality and non-use obligations in this Agreement will continue throughout the Term and for seven years thereafter.

7.2 Authorized Disclosure. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is:

(a) made in response to a valid order of a court of competent jurisdiction or other governmental authority; provided, however, that the Receiving Party will, to the extent permitted by Law, give written notice to the Disclosing Party within five Business Days of receipt of such order and give the Disclosing Party a reasonable opportunity to quash or limit the scope of such order and to obtain a protective order requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or governmental authority or, if disclosed, be used only for the purposes for which the order was issued; and provided, further, that if a disclosure order is not quashed or limited in scope, or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental authority will be limited to that information which is legally required to be disclosed in response to such court or governmental authority;

(b) otherwise required by Law; provided, that the Receiving Party: (i) promptly notifies the Disclosing Party of the specifics of such requirement (providing a copy of the Confidential Information to be disclosed) at least 30 days before the actual disclosure (or as soon as reasonably possible before the actual disclosure if such 30 day prior notice is impractical under the circumstances) or promptly after actual disclosure if prior disclosure is impractical under the circumstances; (ii) discloses only the minimal information necessary to satisfy such requirement; (iii) reasonably

cooperates with the Disclosing Party to prevent or limit such disclosure; and (iv) provides the Disclosing Party with a copy of Confidential Information actually disclosed; or

(c) made by the Receiving Party with the prior written consent of the Disclosing Party.

7.3 Authorized Use. The Receiving Party may use the Disclosing Party's Confidential Information solely to the extent necessary for the Receiving Party to perform its obligations and exercise its express rights under this Agreement, and such use will be otherwise subject to all restrictions and limitations set forth in this Agreement.

7.4 Agreement; Publicity.

(a) The existence and terms of this Agreement are both Parties' Confidential Information. Subject to Section 7.2 above, each Party must obtain the prior written consent of the other Party on all press releases or other public announcements relating to this Agreement, provided that a Party is not required to obtain prior written consent of the other Party for press releases or public disclosures that repeat information that has been previously publicly disclosed pursuant to this Section 7.4.

(b) Neither Party may use any trademark of the Party, or any derivation thereof, without the advance express written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.

7.5 Post-Termination. Following expiration or termination of this Agreement for any reason, upon the request of the Disclosing Party, the Receiving Party will, at the Disclosing Party's option: (a) return all materials containing the Disclosing Party's Confidential Information to the Disclosing Party; or (b) destroy all materials containing the Disclosing Party's Confidential Information and certify such destruction in writing to the Disclosing Party; provided that the Receiving Party will be authorized to retain one copy for the purpose of determining any continuing obligation with respect thereto. Notwithstanding the foregoing, the Receiving Party will not be required to destroy or delete electronic copies (including emails) that have become embedded in its electronic storage systems through routine backup processes. Any Confidential Information so retained will continue to be held pursuant to all of the confidentiality, non-use, and other terms of this Agreement.

7.6 GRAIL Firewall. Illumina shall establish a firewall designed to prevent any GRAIL personnel (and any Illumina personnel carrying out activities with respect to the GRAIL business or products) from accessing any Confidential Information obtained by or made available to Illumina relating to Developer or its business or products, whether pursuant to this Agreement or otherwise.

8. REPRESENTATIONS AND WARRANTIES

8.1 General Warranties. Each Party represents and warrants that:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of jurisdiction of domicile, and has all requisite power and authority to carry on its business as such business is now being conducted;

(b) This Agreement has been duly authorized, executed, and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by Law relating to bankruptcy, receivership, or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability;

(c) Such Party has all necessary rights, powers, and authority to enter into this Agreement and to carry out its obligations hereunder;

(d) The execution and delivery of this Agreement and the performance of such Party's obligations hereunder (i) do not conflict with or violate any requirement of applicable Law or any provision of the articles of incorporation, bylaws, limited partnership agreement or any similar instrument of such Party, as applicable, in any material way, and (ii) do not conflict with, violate, or breach or constitute a default or require any consent under, any applicable Law or any contractual obligation by which such Party is bound; and

(e) In performing its activities related to this Agreement, it will comply with all applicable Laws.

8.2 Additional Representations, Warranties and Covenants of Developer. Developer hereby represents, warrants, and covenants to Illumina that any and all IVD Test Kits Commercialized by or on behalf of Developer and its Affiliates under this Agreement will be manufactured and tested in accordance with applicable Laws, including cGMP, and will not be adulterated or misbranded within the meaning of the United States Food, Drug and Cosmetic Act, 21 U.S.C. Section 301 et. seq. ("FDCA") or other applicable Laws.

8.3 Additional Representations, Warranties and Covenants of Illumina. Illumina hereby represents, warrants, and covenants to Developer that any and all IVD Hardware and Sequencing Consumables Commercialized by or on behalf of Illumina and its Affiliates for use with an IVD System will be manufactured and tested in accordance with applicable Laws, including cGMP, and will not be adulterated or misbranded within the meaning of the FDCA or other applicable Laws.

FOR CLARITY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY: (A) ILLUMINA'S SOLE REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION AND DEFENSE OBLIGATIONS WITH RESPECT TO PRODUCTS PURCHASED BY DEVELOPER AND ITS AFFILIATES ARE CONTAINED EXCLUSIVELY IN THE SUPPLY AGREEMENT; AND (B) ILLUMINA'S SOLE REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION AND DEFENSE OBLIGATIONS WITH RESPECT TO PRODUCTS PURCHASED BY ANY CUSTOMER WILL BE CONTAINED EXCLUSIVELY IN ANY AGREEMENT(S) BETWEEN ILLUMINA AND THE CUSTOMER.

THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE THE PARTIES' EXCLUSIVE REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPLICITLY DISCLAIMED.

9. ALLOCATION OF RISKS

9.1 Developer's Indemnification Obligations. Developer will defend, indemnify, and hold harmless Illumina, its Affiliates, and their respective officers, directors, representatives, employees, successors, and assigns ("**Illumina Indemnitees**"), from and against any and all claims, causes of action, and proceedings brought or asserted by a Third Party ("**Claims**"), and all associated losses, liabilities, damages, fines, and penalties of any and every kind, including legal expenses and reasonable attorneys' fees ("**Losses**") to the extent resulting from, relating to, or arising out of:

(a) any Developer Indemnitee's breach of this Agreement, including any obligation, representation, warranty, or covenant hereunder;

(b) any Developer Indemnitee's gross negligence or intentional misconduct in performing or failing to perform under this Agreement;

(c) any Developer Indemnitee's violation of applicable Law in performing under this Agreement; or

(d) any Developer Indemnitee's Development or Commercialization of an IVD Test Kit, Other IVD System Component, or Subject Test, including any violation or infringement of Third Party IP, caused by an IVD Test Kit, Other IVD System Component, or Subject Test;

in each case except to the extent resulting from, relating to, or arising out of matters for which Illumina is obligated to defend, indemnify, and hold harmless Developer Indemnitees pursuant to Section 9.2.

For purposes of determining whether or not any violation or infringement of Third Party IP is caused by (a) an IVD Test Kit, Other IVD System Component, or Subject Test or (b) IVD Hardware or Sequencing Consumables, for purposes of clause (d) above and Section 9.2(d) below, the intent of the Parties is to determine whether and to what extent the claims of such Third Party IP are primarily directed to (a) the IVD Test Kit, Other IVD System Component, or Subject Test or (b) IVD Hardware or Sequencing Consumables.

9.2 Illumina's Indemnification Obligations. Illumina will defend, indemnify, and hold harmless Developer, its Affiliates, and their respective officers, directors, representatives, employees, successors, and assigns ("**Developer Indemnitees**"), from and against any and all Claims and Losses to the extent resulting from, relating to, or arising out of:

(a) any Illumina Indemnitee's breach of this Agreement, including any obligation, representation, warranty, or covenant hereunder;

(b) any Illumina Indemnitee's gross negligence or intentional misconduct in performing or failing to perform under this Agreement;

(c) any Illumina Indemnitee's violation of applicable Law in performing under this Agreement; or

(d) any Illumina Indemnitee's Development or Commercialization of IVD Hardware or Sequencing Consumables when used as part of an IVD System, including any violation or infringement of Third Party IP caused by IVD Hardware or Sequencing Consumables when used as part of an IVD System;

in each case except to the extent resulting from, relating to, or arising out of matters for which Developer is obligated to defend, indemnify, and hold harmless Illumina Indemnitees pursuant to Section 9.1.

9.3 Indemnification Procedures. Each Party's obligations under Sections 9.1 and 9.2 are conditioned on the Party seeking indemnification: (a) giving the indemnifying Party prompt written notice of the Claim; provided, however, that failure to provide such notice will not relieve the indemnifying Party from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (b) cooperating with the indemnifying Party, at the indemnifying Party's expense, in connection with the defense and settlement of the Claim, including providing accurate and complete information reasonably requested by the indemnifying Party; and (c) permitting the indemnifying Party to solely control the defense and settlement of the Claim; provided, however, that the indemnifying Party may not settle the Claim, enter into or otherwise consent to an adverse judgment or order, or make any admission as to liability or fault that would adversely affect the indemnified Party, without the indemnified Party's prior written consent, which will not be unreasonably withheld or delayed. Further, the indemnified Party will have the right to participate (but not control) and be represented in any suit or action by counsel of its selection at its own cost and expense.

9.4 Product-related Indemnification.

(a) Notwithstanding anything in this Agreement to the contrary, Illumina's defense, indemnification, and hold harmless obligations with respect to Sequencing Consumables and IVD Hardware purchased from Illumina or its Affiliates by Developer or its Affiliates under the Supply Agreement are limited solely to those obligations expressly provided in the Supply Agreement for such products, and such terms will supersede and control over any other indemnification obligations of Illumina and its Affiliates provided in this Agreement. Furthermore, neither Party will be entitled to any duplicative recovery under this Agreement and the Supply Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, Illumina's and its

Affiliates' defense, indemnification, and hold harmless obligations with respect to Sequencing Consumables and IVD Hardware purchased by a Customer are limited solely to those obligations provided in any agreement(s) between Illumina or its Affiliate and the Customer.

10. LIMITATIONS ON LIABILITIES

10.1 EXCEPT AS STATED IN SECTION 10.3, AND EXCEPT WITH RESPECT TO LIABILITY ARISING FROM A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 OR 9.2 (BUT ONLY WITH RESPECT TO DAMAGES ACTUALLY PAID OR TO BE PAID BY THE INDEMNIFIED PARTY TO THE THIRD PARTY CLAIMANT), BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ILLUMINA OR ITS AFFILIATES BE LIABLE TO DEVELOPER OR ITS AFFILIATES, NOR WILL DEVELOPER OR ITS AFFILIATES BE LIABLE TO ILLUMINA OR ITS AFFILIATES, FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY, OR OTHERWISE).

10.2 EXCEPT AS STATED IN SECTION 10.3 BELOW, AND EXCEPT TO THE EXTENT ARISING FROM: (I) DEVELOPER'S BINDING COMMITMENT TO PURCHASE PRODUCT PURSUANT TO ONE OR MORE ISSUED AND ACCEPTED PURCHASE ORDERS; (II) DEVELOPER'S REVENUE SHARE OBLIGATIONS; OR (III) A PARTY'S DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION IN CONTRACT, NEGLIGENCE, OR TORT (INCLUDING STRICT LIABILITY), WILL NOT EXCEED THE GREATER OF (A) TWO TIMES THE AGGREGATE AMOUNTS PAID BY DEVELOPER TO ILLUMINA UNDER THIS AGREEMENT IN THE FIVE YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES AND (B) $15,000,000.

10.3 THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING SECTION 10.1 AND 10.2 AND ANYTHING TO THE CONTRARY, THIS AGREEMENT DOES NOT LIMIT LIABILITY OF EITHER PARTY FOR ANY INFRINGEMENT OF THE OTHER PARTY'S IP, SUCH PARTY'S WILLFUL MISCONDUCT, OR FRAUD.

11. TERM AND TERMINATION

11.1 Term. The term of this Agreement will begin on the Effective Date and continue until the date 10 years from the later of (a) the date the NovaSeqDx receives Regulatory Approval in the United States or (b) the date the GRAIL Transaction closes, unless terminated earlier in accordance with this Section 11 or extended by amendment pursuant to Section 13.8 (the "**Term**").

11.2 Early Termination. Without limiting any other rights of termination expressly provided in this Agreement or under Law, this Agreement may be terminated early as follows:

(a) Breach of Provision. If a Party materially breaches this Agreement and fails to cure such breach within 60 days after receiving written notice of the breach from the other Party, then the other Party may terminate this Agreement with immediate effect by providing written notice of termination to the breaching Party; provided, however, that if such breach is curable, but not reasonably curable within such 60-day period, and the breaching Party is using commercially reasonable efforts to cure the breach, then such cure period will be extended to not longer than 180 days.

(b) Bankruptcy and Insolvency. A Party may terminate this Agreement, effective immediately upon written notice, if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy, for winding up of that Party, or any proceeding relating to insolvency, receivership, administrative receivership, administrative liquidation, or voluntary arrangement or scheme of arrangement with its creditors that is not dismissed or set aside within 60 days.

(c) Right of Developer to Terminate for Convenience. Developer may, at any time upon notice to Illumina, terminate this Agreement for any or no reason.

11.3 Effect of Expiration or Termination.

(a) Rights Terminate. On the effective date of the expiration (except to the extent specified Section 11.3(b)) or termination of this Agreement, all rights granted by Illumina under this Agreement will terminate, and Developer will, and will procure that its Affiliates and Subcontractors will, as soon as is reasonably practicable, cease the Development and Commercialization of all IVD Test Kits.

(b) Continued Commercialization. After expiration of the Term (but not termination of this Agreement), Developer may continue Commercializing IVD Test Kits that were launched before expiration of the Term on an IVD Test Kit-by-IVD Test Kit and Territory-by-Territory basis; for so long as Illumina is still Commercializing the Sequencing Consumables and servicing and supporting the IVD Hardware in the applicable Territory. Developer's continued Commercialization of IVD Test Kits would be subject to the terms and conditions of this Agreement, including the Revenue Share.

(c) Surviving Obligations. The following provisions will survive any termination or expiration of this Agreement: Sections 1, 2.3(b), 2.3(d), 2.3(i), 2.4(f), 3.3, 5, 6.5, 6.7, 7-10 (inclusive), 11.3, 11.4, and 13, and any other provisions or Exhibits necessary to give effect to the surviving provisions. Termination or expiration of this Agreement will not relieve the Parties of any liability or obligation that accrued under this Agreement before the effective date of such termination or expiration, nor preclude either Party from pursuing all rights and remedies it may have under this Agreement, at Law, or in equity with respect to any breach of this Agreement.

11.4 No Damages for Termination or Expiration. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS MADE IN CONNECTION WITH THIS AGREEMENT, OR IN CONNECTION WITH THE

DEVELOPMENT OR MAINTENANCE OF THE BUSINESS OR GOODWILL OF THE OTHER PARTY) BY REASON OF EXPIRATION OF THIS AGREEMENT OR PROPER EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY SUCH DAMAGES.

12. COMPLIANCE

12.1 General Compliance. In performing under this Agreement, each Party will at all times comply with applicable Law.

12.2 IVD Test Kits. Specifically, and without limiting the foregoing, Developer (a) will not Commercialize any IVD Test Kit or Subject Test in any jurisdiction where such activities are prohibited by Law, or in any manner prohibited by Law, and (b) will at all times comply with good clinical practices, good laboratory practices, good manufacturing practices (including all quality systems regulations), and the Illumina Regulatory and Safety Compliance Rider attached to this Agreement as Exhibit C.

12.3 Sunshine Act. Each Party will reasonably cooperate with the other Party in its efforts toward ensuring that all government price and gift reporting, fraud and abuse, sales, marketing, and promotional practices with respect to the IVD System meet the standards required by applicable Law, including the Physician Payments Sunshine Act and similar state laws, as well as applicable guidelines concerning the advertising of in vitro diagnostics and medical devices.

12.4 Cooperation in Investigation. Each Party agrees to reasonably cooperate, and to cause its Representatives to reasonably cooperate, in good faith with the other Party and any Regulatory Authority at the other Party's request: (a) to investigate the extent of any potential violations of applicable Laws in connection with this Agreement; and (b) to participate in any inspection or audit by any Regulatory Authority.

12.5 Requests for Information. Each Party will use reasonable efforts to comply with reasonable requests for information, including answering questionnaires and narrowly tailored inquiries, to enable the other Party to comply with all applicable Laws and respond to requests for information from Regulatory Authorities.

13. GENERAL

13.1 Arbitration. If any dispute arises from or relates to this Agreement, (the "**Dispute**"), other than claims involving infringement, validity, or enforceability of IP (whether Illumina's or Developer's), or about the scope of IP in this Agreement, the Parties shall submit the matter to confidential binding arbitration to determine final terms and conditions of the agreement, or to settle the dispute as to the terms of the agreement.

(a) Prior to submitting any matter to arbitration, Illumina and Developer shall each designate a contact having the proper authorization to resolve the Dispute in a final and binding

fashion, who shall meet in person or by telephone for a period of thirty (30) days (or such other period of time as Illumina and the Developer shall mutually agree) in an attempt to resolve the Dispute in good faith.

(b) The arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules of the AAA and as otherwise described in this Section 13.1.

(c) The location of the arbitration proceeding will be mutually agreed by the Parties. In the event there is no agreement as to location, the arbitration proceeding will take place in New York City, NY.

(d) Within five Business Days of the commencement of an arbitration, Developer and Illumina each shall furnish a legally binding writing to the other committing to maintain the confidentiality of the arbitration and of any written statement and discovery materials exchanged during the arbitration, and to limit the use of any such materials to the arbitration.

(e) Upon written request by either Party to the other Party, the Parties shall promptly negotiate in good faith to appoint an appropriate Arbitrator. If the Parties are not able to agree within ten (10) days after the receipt by a Party of the written request in the immediately preceding sentence, the AAA shall be responsible for selecting an Arbitrator with relevant experience related to the dispute of at least ten (10) years and to do so within fifteen (15) days of being approached by a Party. The fees and costs of the Arbitrator and the AAA shall be shared equally (50%/50%) by the Parties. Each Party to the arbitration shall bear its own legal fees and expenses.

(f) Within twenty (20) days after the designation of the Arbitrator, the Parties shall each simultaneously submit to the Arbitrator and one another a written statement of their respective positions on such Dispute. Each Party shall have fifteen (15) days from receipt of the other Party's submission to submit a written response thereto. The Arbitrator shall have the right to meet with the Parties, either alone or together, as necessary to make a determination. Further, the Arbitrator shall have the right to request information and materials and to require and facilitate discovery as it shall determine is appropriate in the circumstances, taking into account the needs of the Parties and the desirability of making discovery expeditious and cost-effective determinations. In reaching a decision, the Arbitrator may consider only documents exchanged in discovery between the Parties, testimony explaining the documents and the Parties' written statements and other materials submitted and arguments made by counsel.

(g) No later than thirty (30) days after the Parties each submit their written statements to the Arbitrator, or as otherwise agreed by the Parties, the Arbitrator shall make a determination by selecting the resolution proposed by one of the Parties that as a whole is the most consistent with this Agreement and the most fair and reasonable to the Parties in light of the totality of the circumstances. The Arbitrator shall provide the Parties with a written statement setting forth the basis of the determination in connection therewith, provided that, the Arbitrator shall not have the authority to alter any explicit provision of this Agreement. The decision of the Arbitrator shall be final, binding and conclusive, absent manifest error; judgment on the award may be entered in any court having

jurisdiction. Neither Party may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless required by law.

(h) The Parties may, by agreement, modify any time periods specified in this Section 13.1. At any time after the commencement of arbitration, the Parties may agree to suspend the arbitration, for periods not to exceed fourteen (14) days in the aggregate, to attempt to resolve their dispute through negotiation. The Parties shall effectuate such suspension through a joint writing filed with the AAA. Either Party may terminate the suspension at any time by filing with the AAA a writing calling for the arbitration to resume.

13.2 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflicts-of-law principles thereof.

13.3 Injunctive Relief; Cumulative Remedies. Each Party acknowledges that its breach of Section 2.4(f), 3.1(d), 3.1(e), 3.2(a), 7, or 13.5 may cause irreparable injury to the other Party for which monetary damages would not be an adequate remedy, and the other Party will therefore be entitled to seek injunctive relief (including specific performance) with respect to any such breach or threatened breach without posting a bond or other security as a condition for obtaining any such relief. The rights and remedies provided to each Party in this Agreement are cumulative and in addition to any other rights and remedies available to each Party under this Agreement, at Law, or in equity.

13.4 Severability; No Waiver. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, subject to the remainder of this Section 13.4. Upon a determination by a court or arbitrator having jurisdiction that any term or provision of this Agreement is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. The failure or delay of either Party to exercise any right or remedy provided in this Agreement or to require any performance of any term of this Agreement may not be construed as a waiver, and no single or partial exercise of any right or remedy provided in this Agreement, or the waiver by either Party of any breach of this Agreement, will prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. No waiver of any right, condition, or breach of this Agreement will be effective unless in writing and signed by both Parties.

13.5 Assignment; Illumina Affiliates; Third Party Beneficiaries.

(a) Developer may not assign or transfer this Agreement (including any assignment or transfer (including vesting) by operation of law, and specifically including any merger or other transaction whereby the surviving entity is any entity other than the Developer entity that has executed this Agreement as of the Effective Date), or delegate, sublicense, or subcontract any rights or obligations under this Agreement, other than delegation to the extent expressly permitted in this

Agreement, without the prior written consent of Illumina, which consent may be withheld at Illumina's sole discretion.

(b) Illumina may assign or transfer this Agreement, and may delegate, sublicense or subcontract any or all of its rights and obligations under this Agreement, to one or more of its Affiliates. Illumina invoices and other documentation may come from an Illumina Affiliate, and Developer will honor those just as if they came directly from Illumina.

(c) Any delegation, subcontracting, sublicensing, assignment or transfer of this Agreement made in contravention of the terms hereof will be null and void. Subject to the foregoing, this Agreement will be binding on and inure to the benefit of the Parties' respective successors and permitted assigns. There are no Third Party beneficiaries to this Agreement and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person or entity who is not a Party to this Agreement. The Parties may rescind or terminate this Agreement or vary any of its terms in accordance with their rights under this Agreement and by Law, without the consent of any Third Party.

13.6 Notices. All notices required or permitted under this Agreement will be in writing, in English, and will be deemed received only when: (a) delivered personally; or (b) one day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two days after deposit with a commercial express courier specifying two-day delivery, with written verification of receipt. All notices will be sent to the following or any other address designated by a Party using the procedures set forth in this Section:

If to Illumina:

Illumina, Inc.
5200 Illumina Way
San Diego, CA 92122
Attn: SVP, Corporate Development and
Strategic Planning

With a copy to: Legalnotices@illumina.com

If to Developer:

13.7 Force Majeure. Neither Party will be in breach of this Agreement nor liable for any failure to perform or delay in the performance of this Agreement attributable in whole or in part to any Force Majeure; provided, however, that in each such case the affected Party will use reasonable efforts to avoid such occurrence and to remedy it promptly. The affected Party will give prompt notice of any such cause to the other Party. The affected Party will be excused from such of its obligations as it is disabled from performing during the period of Force Majeure; provided, however, that such affected Party commences and continues to take reasonable and diligent actions to cure such cause. Performance hereunder will be promptly resumed after the applicable Force Majeure event has been remedied. Developer's payment obligations are not affected by this provision except to the extent the

Force Majeure affects financial institutions and, as a result, the financial institutions cannot complete the transaction necessary for Developer to satisfy its payment obligations.

13.8 Entire Agreement; Amendment. This Agreement, together with the Supply Agreement, represents the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the Parties with respect to the Development and Commercialization of the IVD Test Kits. The Parties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation, assurance, or warranty of any Person other than as expressly set out in this Agreement. Each Party agrees that it will have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set forth in this Agreement. Nothing in this Section 13.8 will exclude or limit liability for fraud. No amendment to this Agreement (including changes to any IVD Plan or addition of any IVD Plan) will be effective unless in writing and signed by both Parties.

13.9 Relationship of the Parties. The Parties are independent contractors under this Agreement and nothing in this Agreement may be construed as creating a partnership, joint venture, or agency relationship between the Parties, or as granting either Party the authority to bind or contract any obligation in the name of the other Party or to make any statements, representations, warranties, or commitments on behalf of the other Party.

13.10 Headings; Interpretation. Sections, titles, and headings in this Agreement are for convenience only and are not intended to affect the meaning or interpretation hereof. Whenever required by the context, the singular term includes the plural, the plural term includes the singular, and the gender of any pronoun includes all genders. As used in this Agreement except as the context may otherwise require, the words "include," "includes," "including," and "such as" are deemed to be followed by "without limitation" or "but not limited to," whether or not they are in fact followed by such words or similar words, and "will" and "shall" are used synonymously. Except as otherwise expressly provided, "discretion" means sole and absolute discretion. Except as expressly stated, any reference to "days" will be to calendar days, any reference to "calendar month" will be to the month and not a 30 day period, and any reference to "calendar quarter" will mean the first three calendar months of the year, the fourth through sixth calendar months of the year, the seventh through ninth calendar months of the year, and the last three calendar months of the year. Whenever the last day for the exercise of any right or the discharge of any obligation hereunder falls on, or any notice is deemed to be given on, a non-Business Day, the Party having such right or obligation will have until 5:00 pm PST on the next succeeding Business Day to exercise such right or to discharge such obligation or the Party giving notice will be deemed to have given notice on the next succeeding Business Day. No usage of trade, course of performance, or other regular practice between the Parties may be used to alter the terms and conditions of this Agreement. Unless otherwise expressly provided in this Agreement, any agreement, instrument, or statute defined or referred to means such agreement, instrument, or statute as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The Parties have participated jointly in the negotiation and drafting of this

Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement.

13.11 Legal Compliance. Nothing in this Agreement is intended, or should be interpreted, to prevent either Party from complying with, or to require a Party to violate, any applicable Law. Should either Party reasonably conclude that any portion of this Agreement is or may be in violation of a change in a Law made after the Effective Date, or if any such change or proposed change would materially alter the amount or method of compensating Illumina for services performed for, or Revenue Share owed by, Developer, or would materially increase the cost of Illumina's performance hereunder, the Parties agree to negotiate in good faith written modifications to this Agreement as may be necessary to establish compliance with such changes, and to reflect applicable changes in compensation warranted by such legal changes, with any mutually agreed upon modifications added to this Agreement by written amendment in accordance with Section 13.8 of this Agreement.

13.12 Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by PDF or other electronic transmission will be effective as delivery of a manually executed original counterpart of this Agreement. The Parties agree that the execution of this Agreement by exchanging pdf signatures, and/or by industry standard electronic signature software, will have the same legal force and effect as the exchange of original signatures.

13.13 Costs. Except as expressly provided in this Agreement, each Party will pay its own costs incurred in connection with the negotiation, preparation, execution, and performance under this Agreement and any documents referred to in it.

13.14 Non-Exclusive Relationship. Each Party acknowledges and agrees that, during the Term and thereafter, nothing in this Agreement will create any form of exclusive relationship between the Parties with respect to the subject matter of this Agreement.

13.15 Further Assurances. Each Party will execute and deliver such further documents and take such further actions as the other Party may reasonably request to evidence and implement the provisions and intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
IVD TEST KIT AGREEMENT – NOVASEQDX

ILLUMINA	**Developer**
Illumina, Inc.	_____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date:_____

PUBLIC

EXHIBIT A

IVD PLANS

EXHIBIT B

MILESTONE PAYMENTS

Developer will pay to Illumina the following Milestone Payments upon achievement of the corresponding milestones.

- Tech Access Fee: $15,000,000, paid one-time only, within five Business Days of the Effective Date.
- Development Milestone Payments (per IVD Test Kit):

  $5,000,000 total per IVD Test Kit

  50% of the total amount will be due upon Developer's acceptance of the LRM Software Module for the IVD Test Kit (which may not be unreasonably withheld, conditioned, or delayed) and the remaining 50% will be due upon the first Regulatory Approval of the IVD Test Kit (in any jurisdiction).

EXHIBIT C
ILLUMINA REGULATORY AND SAFETY COMPLIANCE RIDER

In performing under the attached agreement (the "**Agreement**") with Illumina, Inc. and/or its affiliate (referred to below as "**Illumina**") the contracting party (referred to below as "**Contractor**") will comply with the following provisions, to the extent applicable. To the extent Contractor is permitted to retain subcontractors in the performance of the Agreement as applicable, Contractor will ensure that its subcontractors comply with the following provisions, to the extent applicable, and the breach of any provision below by a subcontractor will constitute a breach of the Agreement by Contractor.

Export Compliance. Contractor shall comply with all applicable export control laws with respect to the export of or re- export of technical data and products that are the subject of the Agreement. Each party agrees to determine and secure in advance of any export, any and all licenses and permits as may be required or reasonably required in order to export or re- export the products or technical data used in connection therewith. Contractor shall notify Illumina in writing if any product or technical data provided hereunder is or becomes subject of export control laws, including those of the United States, such that it may require an export license.

Integrity Clause. All corruption, extortion and embezzlement are prohibited. Contractor shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Contractor shall conduct its business consistent with fair and vigorous competition and in compliance with all antitrust laws. Contractor shall employ fair business practices, including accurate and truthful advertising. Contractor represents and warrants that in connection with its performance under the Agreement it complies with all applicable laws and regulations including those relating to sustainable development and social responsibility such as regulations prohibiting child labor, bribes, the granting of illegal advantages, and fair employment practices. Contractor shall neither use forced, bonded, indentured or voluntary prison labor nor child labor.

Personal Data Privacy. In the course of performance under the Agreement Contractor may receive personal information that includes without limitation, business contact information, of customers and employees of Illumina and Illumina's affiliates (collectively "**Personal Data**"). In the event Contractor receives any Personal Data under the Agreement, Contractor shall protect Personal Data when transferring, using, and processing Personal Data as follows: Contractor shall: (i) provide notice about how Contractor will protect and use Personal Data and provide, upon request, the affected individuals with appropriate options on how to receive such notices; (ii) not transfer Personal Data to any third party without Illumina's express prior written consent; (iii) provide individuals with reasonable access to their Personal Data as requested by Illumina; (iv) take all reasonable security precautions to protect Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction; and (v) take all reasonable steps to ensure Personal Data is reliable for its intended use when Contractor will be using or processing Personal Data or transferring to a third party that will be using or processing Personal Data.

PUBLIC

Exhibit F

Filed In Camera