

## MASTER SERVICES AGREEMENT

This is a non-exclusive Master Services Agreement (“Agreement”) effective as of 29 MAR 2019 (“Effective Date”) between **Roche Molecular Systems, Inc.** (“Roche”), with its business address at 1080 US Highway 202 South, Branchburg, NJ 08876-3733 and **Mareana Inc.** (“Provider”), with its business address at 190 Witherspoon Street, Princeton, NJ 08540. All capitalized terms are defined below.

The parties agree as follows:

1. Services. Provider agrees to perform the services (“Services”) in the area of advanced data analytics and process optimizations (“Field”), and to develop and deliver to Roche each of the items, if any (“Deliverables”), all as specified in **Exhibit A-1**, attached and incorporated, which is a Statement of Work (“SOW”). Additional work may be added to this Agreement in the form of SOWs that reference this Agreement and are signed by both parties (e.g., Exhibit A-2, Exhibit A-3, etc.).

2. SOWs and SOW Terms and Conditions. Except for **Exhibit A-1**, any subsequent SOW will be a document signed by the parties that references this Agreement and at least includes: a description of the Services and Deliverables to be provided, the delivery dates and location for the Services and Deliverables, and the compensation for Services and Deliverables. An SOW may include standards for Provider’s performance of Services only if they are more rigorous than the standards set forth in this Agreement. Any terms or conditions contained in any SOW that are inconsistent or conflict with any provision of this Agreement are null and void. In addition, any terms or conditions in any Roche issued Purchase Order that are inconsistent or conflict with any provision of this Agreement or the applicable SOW are null and void.

3. Amendments to SOWs. Provider will use commercially reasonable efforts to accommodate any written requests by Roche for amendment to an SOW so long as Roche makes the request before the completion of the Services or the shipment of the Deliverables set forth in the applicable SOW, with reasonable price adjustment and/or time extension as agreed in writing.

4. Services for Roche Affiliates.

4.1 Affiliates of Roche are entitled to contract for Services under this Agreement provided the Affiliate and Provider are bound by the terms and conditions of this Agreement.

4.2 The term “Affiliate” means any corporation or other business entity controlled by, controlling, or under common control with, such party, and for this purpose “control” means direct or indirect beneficial ownership of more than fifty percent (50%) of the voting interest in such corporation or other business entity or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization, *provided, however*, that with respect to Roche, the term “Affiliate” shall not include Chugai Pharmaceutical Co., Ltd, 1-1 Nihonbashi-Muromachi 2-Chome, Chuo-ku, Tokyo 103-8324, Japan (“Chugai”) and its respective subsidiaries, unless Roche opts for such inclusion of Chugai or any of its respective subsidiaries by giving written notice to Provider.

5. Independent Contractor.

5.1 Provider shall be an independent contractor with respect to Roche and shall not be an employee, agent, or joint venturer of Roche. Neither Provider, nor any person designated by Provider to provide Services under this Agreement, is eligible for coverage or participation in any of Roche's benefit plans, programs, workers' compensation insurance, or any other benefits or compensation from Roche except as set forth in this Agreement. Subject to Section 8.4 below, Roche will not take any deductions from any compensation paid to Provider for taxes or related payroll deductions, and Provider agrees to be solely responsible for any taxes resulting from the compensation under this Agreement and agrees to file all such forms and pay all such taxes as may be required.

5.2 Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other, except to the extent provided in this Agreement.

6. Provider's Personnel. Roche reserves the right, in its sole discretion, to reject any of Provider's employees, agents, or subcontractors and require a replacement. In such event, Provider agrees to replace such personnel within five (5) business days from the time Roche notifies Provider.

7. Handling, Managing & Storing Information & Records

7.1 Good Records Management Practices. In addition to any other obligation contained in this Agreement, Provider shall exercise reasonable care with handling, managing, and storing information and records generated, disclosed, and/or shared in connection with this Agreement or the Services. Provider shall implement and follow good information/records management practices that include, but are not necessarily limited to:

- a. ensuring that both active and inactive information and records are maintained and stored in appropriate, identified, and secure locations whether in an electronic repository or at a physical storage location;
- b. ensuring that any physical storage location has appropriate environmental (HVAC), fire suppression, and insect/rodent infestation controls;
- c. protecting the legibility, reliability, authenticity, usability, integrity, and, if applicable, the confidentiality of the information and records;
- d. preventing the premature destruction of information and records;
- e. ensuring that only authorized Provider personnel have access to such information and records is only available to authorized personnel;
- f. facilitating accurate and efficient information and records transfer to Roche in accordance with this Agreement;

7.2 IT Systems & Facilities. Provider shall ensure that IT systems and facilities, whether Provider owned or accessed via a third party (e.g., cloud service provider), where Roche information and records are maintained and stored have appropriate metadata protections, security protocols, and backup procedures to maintain the legibility, reliability, authenticity, usability, integrity and, if applicable, the confidentiality of the information and records. Roche reserves the right to audit and accept/reject any cloud service provider that Provider proposes to use for information and records maintenance/storage. Electronic records shall be maintained in a format or formats mutually agreed between Provider and Roche.

7.3 Retention Period. Provider shall maintain all information and records related to this Agreement for the longest of (a) the Term of this Agreement, (b) seven (7) years after each such record is generated, (c) the time period specified under applicable law, or (d) the time period set forth

in an applicable Roche retention schedule to which Provider has agreed to be bound. Upon Roche's reasonable request, Provider shall permit Roche to examine such information and records (subject to retention above) at least once per year, but not greater than once per quarter, for at least seven (7) years following expiration or earlier termination of this Agreement. Provider shall provide to Roche all information and records reasonably necessary to properly audit and verify Provider's performance under this Agreement, and Provider shall reasonably cooperate with such audit.

## 8. Compensation.

8.1 In consideration of the performance of the Services and the development and delivery of the Deliverables to Roche's satisfaction and of the assignment set forth below in Section 9, Roche agrees to pay to Provider the sums set forth in each SOW to this Agreement ("Compensation"). Compensation will be paid sixty (60) days after receipt of Provider's invoice for such payment (disputed amounts may be withheld until mutually resolved). For the purpose of Roche controlling payments to Provider, a Purchase Order (PO) will be issued to Provider (typically, a separate PO will be issued for each SOW). Provider may not invoice Roche until a PO is issued; and Provider shall include the correct PO number on each invoice submitted or the invoice will be rejected. POs issued are for payment purposes only and their preprinted terms and conditions will not apply; however, any mutually agreed specific or special terms and conditions added to a PO shall apply.

8.2 Roche has no obligation to pay for Services or Deliverables that Roche determines, in its reasonable judgment, are not properly performed or delivered. If Roche pays for any Services or Deliverables and subsequently determines that they were not properly performed or delivered, then Roche is entitled, in its reasonable judgment, to either: (a) a full refund of the amount paid from Provider; or (b) re-performance of the Services or replacement of Deliverables by Provider.

8.3 Roche will reimburse Provider for reasonable expenses, including travel, (at Provider's cost, without markup) only if the expenses are expressly included in the applicable SOW. Provider will arrange any approved travel through the Roche Travel Department, whenever possible. Original receipts or copies are required in order to obtain reimbursement for such expenses.

8.4 Provider represents that it is a US taxpayer that holds a valid federal EIN. To the extent it becomes necessary, Provider will provide all tax forms and information necessary or reasonably required for Roche to comply with federal and state tax withholding and reporting obligations and will promptly send such requested information to Roche. Provider acknowledges that Roche may report payments to U.S. federal, state, and local tax authorities and withhold from payment if Roche reasonably determines that state or federal tax withholding is required. Provider and Roche will reasonably cooperate to reduce or eliminate any withholding tax that Roche, in accordance with applicable law, may be obligated to withhold.

8.5 Roche is entitled, upon at least five (5) business days' notice to Provider, to review at Provider's premises, Provider's records; books, accounting practices, and financial and payroll records; and systems and processes as they pertain to Services rendered to Roche under this Agreement. Provider will maintain its books, accounting practices, and financial and payroll records in accordance with generally accepted accounting principles and in such a manner as may be readily audited. Provider agrees to maintain all such information, whether print, electronic, or on other media, for a period of seven (7) years after each item of information is generated.

## 9. Assignment and Inventions.

9.1. Except for and excluding any pre-existing intellectual property of Provider used for, or incorporated into, the Services and Deliverables, Provider agrees to assign and hereby does assign to Roche, its successors and assigns, all of Provider's right, title, and interest in and to any inventions, works of authorship, trade secrets, know-how, and other items made, conceived, reduced to practice, authored or otherwise developed, discovered, or generated by Provider, solely or jointly with others, in the course of or as a result of Services performed under this Agreement, including without limitation all Deliverables ("Inventions"). Provider agrees to assign and hereby does assign to Roche and its successors and assigns, any right, title and interest in and to patent applications, patents, copyright applications, copyrights or other intellectual property rights that exist by reason of, or may be claimed or obtained on, any Inventions ("IP Rights"), to the full extent of the term for which such IP Rights may exist. Provider will promptly disclose any Inventions to Roche in writing, which will be subject to the Confidentiality provisions in this Agreement.

9.2. At Roche's request, Provider will promptly execute all documents and perform all acts deemed by Roche to be necessary or reasonably useful: 1) to perfect Roche's right, title, and interest in and to Inventions and IP Rights in any country or 2) to prepare, apply for, prosecute, obtain, maintain, defend, and enforce IP Rights as Roche may desire in any country. Provider hereby appoints Roche as its attorney-in-fact solely for purpose of taking any action where Provider has failed to promptly respond to Roche's request for further acts related to Inventions or IP Rights. Roche will pay all costs and expenses of preparation, application, prosecution, maintenance, defense, and enforcement of IP Rights.

9.3. Provider agrees to require that all of Provider's employees, agents, and subcontractors who will be involved in providing the Services or Deliverables, will have signed an agreement and assignment with Provider, with terms and conditions at least as restrictive as those contained here, with respect to Inventions and IP Rights.

## 10. Representations and Warranties.

10.1. Provider represents and warrants that:

- Provider has the expertise, experience, and knowledge in Provider's Field and will perform the Services and deliver the Deliverables in accordance with the standard of care typically exercised in Provider's Field;
- Provider will provide the Services and Deliverables in accordance with all applicable laws and regulations;
- All corruption, extortion, and embezzlement are prohibited. Provider shall not offer, pay, or accept bribes or participate in other illegal inducements. Provider shall conduct its business consistent with fair competition and in compliance with all applicable antitrust laws. Provider shall employ fair business and employment practices including, but not limited to, equal employment opportunity. In addition, Provider must abide by the integrity standards in the Roche Supplier Code of Conduct set forth at: [http://www.roche.com/dam/jcr:08d69ab9-e6d3-486c-bb13-d3b33bf4cd03/en/roche\\_supplier\\_code\\_of\\_conduct.pdf](http://www.roche.com/dam/jcr:08d69ab9-e6d3-486c-bb13-d3b33bf4cd03/en/roche_supplier_code_of_conduct.pdf);
- Provider, at its sole expense, will acquire and maintain in good standing, all permits, licenses, and other entitlements required by law for the performance of Services and delivery of the Deliverables;
- Provider will maintain in full force and effect, at its own cost and expense, insurance satisfactory to Roche and adequate to assure its obligations to Roche under this Agreement, and at a minimum Commercial General Liability that includes Contractual Liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the

aggregate, and Automobile Liability with limits not less than \$1,000,000 each accident covering owned, hired, and non-owned vehicles;

- Provider will not disclose to Roche or its Affiliates any inventions, trade secrets, or other information of third parties that Provider does not have the right to disclose, and any Services or Deliverables will not misappropriate or infringe the intellectual property rights of third parties;
- Neither the entry into nor the performance under this Agreement constitutes a breach of any contract to which Provider is a party or by which Provider may be bound, and does not violate the terms of any employment relationship to which Provider is a party; and
- Neither Provider nor any of its employees have been debarred, sanctioned, suspended, excluded, or otherwise declared ineligible from any state or federal agency or program or by any applicable regulatory authority. In addition, Provider agrees that during the term of this Agreement, Service Provider shall promptly notify Roche if: (i) Provider or any of its employees is included in the US Department of Health and Human Services Office of Inspector General's List of Excluded Individuals and Entities ("**LEIE**"), whether for mandatory or permissive exclusion reasons, (ii) Provider or any of its employees is included in any of the Bureau of Industry and Security's Lists of Parties of Concern or (iii) Provider becomes the subject of a federal, state, or applicable authority investigation for any reason.

11. Nondisclosure of Confidential Information.

11.1 The Mutual Non-Disclosure Agreement between the parties dated 24 DEC 2018, which is attached as **Exhibit B** and incorporated herein by reference, shall govern in all respects the disclosure and use of Confidential Information shared or exchanged between the parties under this Agreement.

12. Term and Termination. This Agreement begins on the Effective Date and continues for three (3) years ("Term"), unless earlier terminated. This Agreement or any SOW may be terminated (i) by mutual written consent of the parties, or (ii) by Roche, for its convenience, by giving five (5) business days prior written notice to Provider. Roche shall have no further liability to Provider, other than to pay amounts due for Services and Deliverables completed prior to termination.

13. Indemnification. Provider agrees to defend, indemnify, and hold harmless Roche, its Affiliates, and their respective officers, directors, employees, and agents and each of them from and against any and all losses, claims, demands, suits, actions, liabilities, judgments, damages, costs, and expenses (including reasonable attorney fees) (collectively "Claims") resulting or arising from (i) any Claims of actual or alleged infringement by Roche of any patent, copyright, trademark, or other intellectual property right in connection with the Services and Deliverables provided by Provider, and (ii) any Claims made against Roche for actual or alleged injury to, or death of, any person, or damage to any property caused by Provider or anyone for whom Provider is legally responsible.

14. Waiver of Damages. **EXCEPT FOR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE DIRECTLY LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

15. Notice. A party must give any notice under this Agreement by facsimile, overnight courier, regular mail, certified mail return receipt requested, or by personal delivery at the address set forth

above. All notices are to be sent to the attention of "General Counsel". Notices will be deemed received: (i) if sent by facsimile, at the start of the recipient's next business day; or (ii) if delivered by overnight courier or certified mail, when notice is signed for; or (iii) if delivered by regular mail, three (3) business days after the postmark date; or (iv) if delivered personally, when delivered.

16. Right of Disclosure. Roche is entitled to disclose, without limitation, both internally and externally, the type of relationship and any compensation and reimbursement. Provider may disclose only the terms or existence of this Agreement as required by law, and only after prior written notice to, and comments by, Roche.

17. Publicity. Provider will not issue any press release regarding Roche or this Agreement without Roche's prior written consent. Neither party will use or publish the name of the other party or its officers, directors, employees, agents or consultants, its logos or trademarks or trade names in promotion, publicity, advertising or for any other purpose without the other party's prior written consent.

18. Survival. Sections 2, 4, 7, 8, 9, 10, 11, 13, 14 and 15 through 24 shall survive expiration or earlier termination of this Agreement.

19. No Waiver. No term or condition of this Agreement shall be deemed waived unless such waiver is in writing and signed by the party against whom the waiver is to be enforced. A waiver by either party of any term or condition of this Agreement in any one instance will not be deemed or construed to be a waiver of such term or condition in any subsequent instance.

20. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

21. Assignability. Provider may not assign or transfer (directly or indirectly) this Agreement or any Services hereunder without the prior written consent of Roche. Any attempted or purported assignment of this Agreement or any Services by Provider without the prior written consent of Roche is void. Roche and its Affiliates may freely share with each other Deliverables and other information that Provider provides to them under this Agreement. Roche may assign this Agreement, in whole or in part, to any Affiliate without the consent of Provider.

22. Force Majeure. Neither party shall be liable for failure or delay in performance under this Agreement due to causes beyond the reasonable control of the party affected ("Force Majeure Event") such as acts of nature, acts of civil unrest and violence, acts of government, labor disputes, or any other such causes. The affected party shall provide prompt notice if a Force Majeure Event causes it to be unable to perform any obligation. Performance shall be promptly resumed after the Force Majeure Event has been remedied; otherwise, this Agreement may be terminated as provided in Section 12.

23. Entire Agreement. This Agreement, including all Exhibits and SOWs it references, is the parties' entire understanding as of the Effective Date with respect to its subject matter and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating to such subject matter. No amendments or modifications to this Agreement are binding except in writing signed by authorized representatives of all parties.

24. Governing Law. This Agreement, and all disputes and claims arising under this Agreement, will be interpreted and governed by the laws of the State of New Jersey, without regard to its conflict of laws principles, and the parties hereby consent to exclusive venue in, and to the exercise of personal jurisdiction by, a court, federal or state, within the State of New Jersey. The parties expressly waive any right to a jury trial regarding disputes and claims related to this Agreement. The parties specifically

agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as may be amended from time to time, shall not apply to this Agreement.

25. Counterparts. This Agreement and all Exhibits and SOWs may be executed in one or more counterparts, each of which when executed and delivered by facsimile, by electronic transmission (e.g., pdf), or by mail delivery, will be an original, and all of which, when taken together, shall constitute one and the same Agreement.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Agreement, by their duly authorized representatives, to be effective as of the Effective Date.

**Roche Molecular Systems, Inc.**

**Mareana Inc.**

DocuSigned by:  
By: Nicholas Solimo  
E1F4B6597E554A8...  
(signature)

By: Vishal Prasad  
(signature)

Name: Nicholas M. Solimo

Name: Vishal Prasad

Title: VP, Diagnostics Global Operations

Title: CPO & Co-Founder

Date: 27 March 2019

Date: 03/25/2019

Fed Tax ID #: 81-5236372

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**EXHIBIT B**

**MUTUAL NON-DISCLOSURE AGREEMENT**

**See 3 pages that follow**



## MUTUAL NON-DISCLOSURE AGREEMENT

This is a Mutual Non-Disclosure Agreement (“Agreement”) effective as of 24 DEC 2018 (“Effective Date”) between **Roche Molecular Systems, Inc.** (“Roche”), with its business address at 1080 US Highway 202 South, Branchburg, NJ 08876-3733, and **Mareana** (“Company”), with its business address at 190 Witherspoon Street, Princeton, NJ 08540.

The parties agree as follows.

1. Company and/or its Affiliates has certain information and computing solutions (e.g., an interpretive Big Data platform) relating to advanced data analytics and process optimizations, and Roche and/or its Affiliates has certain information relating to its Manufacturing and Quality Operations. Roche and Company may disclose their respective information to the other party for the sole purpose of developing and evaluating a “Proof of Concept” using advanced data analytics and digital solutions for process optimizations at Roche that could lead to future business transactions between them for the benefit of Roche (“Purpose”).

2. “Confidential Information” means technical, financial, or business information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”), or known to the Receiving Party as a consequence of or through performance of this Agreement, which is not publicly known. Confidential Information includes, without limitation, information about the Disclosing Party and/or its Affiliate’s organization, business, processes including manufacturing processes, knowledge, know-how, trade secrets, systems including quality systems, designs, drawings, specifications, methods, formulas, patents, inventions, materials, research plans or activities, development plans or activities, prices, sales, costs, promotional methods, and customers, whether in writing, orally or in any form, and whether or not labeled “Confidential”. Some specific categories of Roche Confidential Information are listed on page 3.

3. The term “Affiliate” means any corporation or other business entity controlled by, controlling, or under common control with, a party, and for this purpose “control” means direct or indirect beneficial ownership of more than fifty percent (50%) of the voting interest in such corporation or other business entity or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization, *provided, however*, that with respect to Roche, the term “Affiliate” shall not include Chugai Pharmaceutical Co., Ltd, 1-1 Nihonbashi-Muromachi 2-Chome, Chuo-ku, Tokyo 103-8324, Japan (“Chugai”), and Foundation Medicine, Inc., 150 Second Street, Cambridge, MA 02141, USA (“FMI”) (and either of their respective subsidiaries), unless Roche opts for such inclusion of Chugai and/or FMI (and any of their respective subsidiaries) by giving written notice to Company.

4. Each party warrants that it has the full and unconditional right to disclose to the other party the Confidential Information covered by this Agreement.

5. For a period of seven (7) years from the Effective Date of this Agreement, Roche and Company each agree:

- not to use the other party’s Confidential Information for anything other than the Purpose;
- to treat the other party’s Confidential Information with the same confidential treatment as it would treat its own confidential information, but with at least reasonable care; and
- not to disclose the other party’s Confidential Information to any third party, without the prior written consent of the other party.

6. The Receiving Party further agrees to limit access to the Confidential Information of the Disclosing Party or its Affiliates to those employees, agents, contractors, and Affiliates of Receiving Party who require access to it for the Purpose and who are bound by terms of confidentiality and non-use at least as stringent as the terms of this Agreement.

7. Either party shall be relieved of its obligations under Sections 5 and 6 of this Agreement with respect to the other party's Confidential Information which:

- was known to the Receiving Party or an Affiliate of the Receiving Party prior to the Receiving Party's receipt of the Confidential Information from the Disclosing Party, as demonstrated by written records of the Receiving Party or its Affiliate; or
- at the time of disclosure by the Disclosing Party to the Receiving Party, was generally available to the public, or which after disclosure by the Disclosing Party to the Receiving Party becomes generally available to the public through no fault or omission attributable to the Receiving Party or the Receiving Party's Affiliate; or
- is hereafter made available to the Receiving Party or the Receiving Party's Affiliate for use or disclosure by the Receiving Party or the Receiving Party's Affiliate from any third party having a right to do so without any obligation back to the Disclosing Party; or
- was developed independently by the Receiving Party or the Receiving Party's Affiliate without access to or use of the Disclosing Party's Confidential Information, as demonstrated by written records of the Receiving Party or its Affiliate.

If required to be disclosed by applicable law, rule, regulation or court order, Receiving Party may disclose Confidential Information of Disclosing Party, provided that Receiving Party complies with the following requirements. If such disclosure is required, Receiving Party will notify Disclosing Party immediately, will give Disclosing Party time and opportunity to file appropriate motions to protect the confidentiality of such Confidential Information, and, at Disclosing Party's request, will reasonably cooperate in any Disclosing Party's efforts to obtain a protective order, confidential treatment, or an exemption or limitation with respect to such required disclosure. For any disclosure of Confidential Information in accordance with this Section 7, such disclosure (a) shall be limited in scope to only the Confidential Information specifically required by such applicable law, rule, regulation, or court order; and (b) shall still retain its confidential nature.

8. Nothing in this Agreement shall be construed as granting any license or right under any intellectual property or patent rights or as representing any commitment by either party to enter into any additional agreement, by implication or otherwise.

9. This Agreement shall be effective as of the Effective Date and shall continue for a period of three (3) years. Sections 5, 6, 7 and 12 shall survive expiration of this Agreement.

10. This Agreement governs Confidential Information disclosed during the three (3) year term of this Agreement ("Disclosure Period"). Either party may terminate the Disclosure Period at any time by giving thirty (30) days written notice. Notwithstanding such termination, the Receiving Party's obligations under this Agreement shall remain effective. The parties may extend the Disclosure Period with an amendment signed by authorized representatives of both parties.

11. This Agreement is the parties' entire understanding as of the Effective Date with respect to its subject matter and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating to such subject matter. No amendments or modifications to this Agreement are binding except in writing signed by authorized representatives of both parties.

12. This Agreement, and all disputes and claims arising under this Agreement, will be interpreted and governed by the laws of the State of New Jersey, without regard to its conflict of laws principles, and the parties hereby consent to venue and to the exercise of personal jurisdiction of a court, federal or state, within the State of New Jersey. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement.

13. This Agreement may be executed in one or more counterparts, each of which when executed and delivered by facsimile, electronic transmission (e.g., pdf), or by mail delivery, will be an original, and all of which shall constitute the same Agreement.

The parties have executed this Agreement, by their duly authorized representatives, to be effective as of the Effective Date.

**Roche Molecular Systems, Inc.**

**Mareana**

DocuSigned by:  
By: Nicholas Solimo  
E1F4B6697E554A8...  
(signature)

By: Vishal Prasad  
(signature)

Name: Nicholas M. Solimo

Name: Vishal Prasad

Title: VP, Diagnostics Global Operations

Title: Chief Product Officer

Date: 07 January 2019

Date: 12/21/2018

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Some Categories of Roche Confidential Information

- Historical non-conformance data
- Process order scheduling data
- Quality Operations scheduling data
- Bill of materials data
- Batch where used list data