

4. LockSeq Master Service Terms

Countagen AB (org. no. 559291-9681) – Terms and Conditions for LockSeq Services

4.1 Definitions

“Agreement” means these Master Service Terms together with any Order accepted by Countagen. “Order” means a quote, order form, or purchase order referencing these Terms. “Customer” means the entity submitting Samples and purchasing Services. “Services” means Countagen's LockSeq on-target/off-target confirmation services, including panel design, target capture, sequencing, and reporting. “Sample(s)” means biological material or extracted nucleic acid submitted by Customer for analysis. “Genetic Data” means the sequencing reads, variant calls, and other sequence-level data generated by Countagen through analysis of a Sample. “Deliverables” means the report(s), Genetic Data, and analysis output provided to Customer for an Order. “Personal Data” has the meaning given in the Data Processing Agreement (Section 5).

4.2 Scope of Services

Countagen will perform the Services described in the applicable Order using the LockSeq platform, in accordance with Countagen's then-current standard workflow and quality practices. Panel content, plex size, sample count, and pricing are as set out in the Order.

4.3 Orders and Acceptance

An Order becomes binding only when accepted by Countagen in writing (including by email confirmation) or by commencement of the Services, whichever is earlier. These Terms apply to every Order unless the parties execute a separate signed agreement expressly stating that it supersedes these Terms.

4.4 Sample Submission, Shipping, and Handling

Customer represents and warrants that:

- It has all necessary rights, consents, and (where applicable) ethical/IRB approvals to provide the Sample and any associated data to Countagen for the purposes of the Services;
- Samples do not include directly identifying information about any individual unless the parties have separately agreed in writing on the handling of such data, including execution of the Data Processing Agreement;
- Shipment of Samples complies with applicable export/import, customs, and biosafety regulations, and Customer is responsible for correct packaging, labelling, and shipping in accordance with Countagen's sample submission guidelines.

Countagen will handle Samples with reasonable care but is not liable for degradation or loss caused by inadequate packaging, labelling, or shipping conditions outside Countagen's control.

4.5 Turnaround Time

Turnaround times stated in an Order (e.g., a 15 business-day target from sample receipt to report) are estimates, not binding delivery deadlines, and may be affected by panel complexity, sample quality, or circumstances beyond Countagen's reasonable control.

4.6 Fees, Invoicing, and Payment

Fees are as stated in the Order. Unless otherwise agreed, Countagen will invoice on completion of the Services (or per milestones stated in the Order), and payment is due within 30 days of the invoice date. Late payments may accrue interest at the statutory rate under the Swedish Interest Act (Räntelagen). All fees are exclusive of VAT and other applicable taxes unless stated otherwise.

4.7 Intellectual Property

- Customer retains all rights, title, and interest in the Sample and in Customer's own underlying research data.
- Ownership of Deliverables. Subject to full payment of the applicable Order, Countagen assigns to Customer all right, title, and interest in the Deliverables (the report and the specific Genetic Data generated for that Order).
- Countagen Background IP. Countagen retains all rights, title, and interest in the LockSeq platform, its underlying chemistry, methods, know-how, software, and any improvements or derivative developments Countagen makes to the foregoing ("Countagen Background IP"), including any patents referenced in Countagen's technology materials, whether arising before, during, or after performance of the Services. Nothing in this Agreement assigns to Customer any rights in Countagen Background IP merely by virtue of performing the Services or delivering the Deliverables.
- Licence back to Countagen. Customer grants Countagen a non-exclusive, non-transferable, royalty-free licence to use the Sample and Sample-derived Genetic Data solely to perform the Services and generate the Deliverables.
- Restrictions. Customer will not reverse-engineer, decompile, or otherwise attempt to derive Countagen's underlying chemistry, algorithms, or know-how from the Deliverables, and will not use the Deliverables or any interaction with Countagen to develop a product or service competitive with LockSeq.

4.7A Aggregated and De-Identified Data.

Notwithstanding Customer's ownership of the Deliverables, Countagen may generate and use aggregated and de-identified data derived from performance of the Services (for example, panel dropout rates, coverage statistics, or sensitivity figures, aggregated across multiple customers and projects) for internal research and development, quality improvement, and to support general (non-Customer-identifying) scientific, marketing, or investor claims about the LockSeq platform's performance. Countagen will not disclose Customer's identity, Sample, or project-specific Genetic Data in connection with such aggregated data without Customer's separate written consent (e.g., for an agreed case study or testimonial).

4.8 Confidentiality

Each party will keep confidential the other party's non-public information disclosed in connection with the Services (including Sample data, pricing, and technical information), and use it only for purposes of the Agreement, for a period of 5 years from disclosure. This clause does not limit any separately executed non-disclosure agreement between the parties, which continues to apply according to its own terms; in case of conflict, the more protective confidentiality terms apply.

4.9 Data Protection

To the extent Countagen processes Personal Data on Customer's behalf in the course of providing the Services (for example, where Samples or associated metadata constitute personal or genetic data), the parties agree to be bound by the Data Processing Agreement in Section 5 of this package, which is incorporated into this Agreement by reference.

4.10 Research Use Only; No Diagnostic Use; Restricted Uses

The Services and Deliverables are provided for research use only. They are not intended to diagnose, treat, or otherwise inform clinical decisions about any individual patient, and have not been validated or cleared for such use by any regulatory authority. Customer takes full responsibility for knowing and adhering to the use limitations in this Section and acknowledges that the Deliverables have not been tested or validated for any use or purpose beyond the specific Order. Customer is solely responsible for determining the suitability of the Deliverables for its own regulatory submissions (e.g., IND-enabling packages) and for any additional validation Customer's own quality and regulatory processes require. Customer will not use the Services or Deliverables, directly or indirectly, to support or enable the genetic modification of human embryos or the human germline, or any other use prohibited by applicable law or research ethics guidance.

4.11 Warranty and Disclaimer

Countagen warrants that the Services will be performed with reasonable skill and care, using generally accepted laboratory practices, and consistent with the published performance characteristics of the LockSeq platform available at the time of the Order. For breach of this warranty, Customer's exclusive remedy is, at Countagen's option, a re-run of the affected Services or a refund of the fees paid for the affected Order. Except as expressly stated, Countagen disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by law.

4.11A Indemnification

Customer shall indemnify, defend, and hold harmless Countagen and its officers, directors, and employees from and against third-party claims and associated liabilities to the extent arising from: (a) Customer's breach of its warranties in Section 4.4 (Sample Submission) or Section 4.10 (Restricted Uses); (b) Customer's use of the Deliverables, including in any regulatory submission; or (c) Customer's gross negligence or willful misconduct – except, in each case, to the extent such claim arises from Countagen's gross negligence, willful misconduct, or breach of this Agreement.

4.12 Limitation of Liability

To the fullest extent permitted by law, neither party's aggregate liability arising out of or relating to an Order shall exceed the fees paid or payable by Customer for that Order, except for liability arising from breach of confidentiality, infringement of the other party's intellectual property, gross negligence, wilful misconduct, or liability that cannot be limited under mandatory law. Neither party is liable for indirect, incidental, or consequential damages.

4.13 Term and Termination

This Agreement applies for as long as any Order remains active. Either party may terminate an Order for the other party's uninitiated or uncured material breach on 30 days' written notice. Sections on IP, confidentiality, data protection, warranty disclaimers, and limitation of liability survive termination.

4.14 Force Majeure

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, pandemics, government action, or supply-chain disruption affecting sequencing reagents or instruments.

4.15 Governing Law and Dispute Resolution

This Agreement is governed by the laws of Sweden. Disputes shall first be addressed through good-faith negotiation between the parties' senior representatives; failing resolution within 30 days, disputes shall be subject to the exclusive jurisdiction of the Swedish courts (Stockholms tingsrätt) or, if the parties prefer confidentiality, arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).

4.16 Order of Precedence and General Provisions

In case of conflict, a signed Order prevails over these Terms for the matters it expressly addresses. Neither party may assign this Agreement without the other's consent, except to a successor in a merger, acquisition, or sale of substantially all assets. Notices shall be sent to the addresses stated in the Order or to info@countagen.com. If any provision is held unenforceable, the remainder of the Agreement remains in effect. This Agreement, with any Order, constitutes the entire agreement between the parties regarding the Services.

- Export control. Customer shall comply with all applicable export control, sanctions, and import/export laws in connection with any Sample, Deliverable, or other material provided under this Agreement, and shall not transfer any such item to a restricted country, entity, or individual in violation of such laws.
- Publicity. Neither party will issue a press release or public statement naming the other party, nor use the other party's name, logo, or trademarks (including the LockSeq name and mark), without the other party's prior written consent — except that Countagen may ask Customer's permission for a co-branded case study or reference once an Order is successfully completed.
- Future products. Any future Countagen product or service not yet commercially available at the time of an Order (including LockSeq reagent kits or software licences) will be subject to separate terms, pricing, and specifications; Customer acknowledges it has not relied on the future availability of such products in placing an Order under these Terms.