

**PURCHASE TERMS AND CONDITIONS
LUXOR SCIENTIFIC, LLC**

ARTICLE 1 – AGREEMENT

1.01 General. The Vendor-furnished products (“Products”) and/or services (“Services”) specified on the face of this Purchase are purchased by Luxor Scientific, LLC (“Luxor”) in conjunction with Luxor’s internal business purposes and in the provision of services to its clients. If a separate written agreement signed by both Luxor and Vendor exists with respect to the Products and/or Services covered by this Purchase, the terms of such written agreement shall prevail over any inconsistent terms contained in these Purchase Terms and Conditions (“Terms and Conditions”). Vendor acknowledges and agrees that this Purchase is a non-exclusive agreement, and Luxor reserves the right to obtain the same or similar Products or Services through Luxor’s own personnel or through other third parties.

1.02 Entire Agreement; Exclusive Terms. This Purchase sets forth the entire understanding between Luxor and the vendor listed on this Purchase (“Vendor”) and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof, except as affected by a separate written agreement as described in Section 1.01 of this Agreement. Vendor’s acceptance of this Purchase is solely limited to the terms and conditions contained in this Purchase. Terms and conditions different from or in addition to those set forth in this Purchase, including, without limitation, any terms and conditions contained in Vendor’s acknowledgment form, quote, invoice or other communication (collectively, “Vendor Communications”), shall not be binding on Luxor unless specifically consented to in writing by Luxor’s authorized purchasing agent. Luxor hereby objects to and rejects any and all terms and conditions not so accepted. Luxor’s failure to object to terms contained in any Vendor Communications will not be a waiver of the terms set forth herein. Vendor shall not condition any delivery or commencement of performance upon the abrogation or modification of any of the terms and conditions included in this Purchase. All pricing in this Purchase includes all charges and costs to be borne by Luxor. ANY MODIFICATIONS, ADDITIONS, DELETIONS OR OTHER ALTERATIONS TO THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER, WITHOUT THE WRITTEN CONSENT OF A REPRESENTATIVE OF LUXOR’S PURCHASING OR ORDER MANAGEMENT ORGANIZATION SHALL BE NULL AND VOID.

1.03 Acceptance. This Purchase will be deemed accepted by Vendor if Vendor does not reject it within 3 days of receipt, in writing and with specificity.

ARTICLE 2 - PERFORMANCE AND PAYMENT

2.01 Taxes. Vendor is responsible for, and includes in the Purchase amount, all applicable sales, use and other taxes applicable to the purchase. Sales proposals, this Purchase and service invoices shall include as separate line-items all materials, services, delivery costs and any applicable taxes. The parties shall cooperate in good faith to minimize taxes to the extent legally permissible.

2.02 Title and Risk of Loss. Unless otherwise specified on the face of this Purchase, all Products shall be shipped F.O.B destination to Luxor’s designated location or locations, with all customs, duties, taxes, freight, insurance and other costs and expenses relating to the transportation and delivery of the Products being paid by Vendor. Title to Products will pass to Luxor upon delivery. All risk of loss of, or damage to, the Products will be borne by Vendor until receipt of delivery of such Products. Vendor agrees to provide replacement of items lost or damaged in transit, at no additional charge, within 3 business days of receipt of notice from Luxor.

2.03 Billing and Payment. Luxor pays for Products based on complete and accurate bills of lading received with Product delivery at the destination specified by Luxor. Services are paid based on complete and accurate invoicing.

To be processed, all invoices must be delivered via email to LuxorScientific@Bill.com. All bills of lading and invoices must have accurate Purchase numbers displayed prominently. Payment is due net thirty (30) days after Luxor's receipt of an undisputed bill of lading for products or invoice for services, along with any documentation requested by Luxor.

2.04 Audits. For a period of three (3) years from the date of this Purchase, Luxor shall have the right, at its expense, to audit the books and records of Vendor related to its activities on behalf of or in connection with Luxor, including all charges made and services performed by Vendor pursuant to this Purchase and payments (whether in kind or in cash) made by Vendor for or on behalf of Luxor.

2.05 Delivery and Cancellation. Vendor will deliver the Products or provide Services on the applicable date set forth in this Purchase, or, if no date is specified, within 10 days of the date of this Purchase. Time is of the essence under this Purchase. Vendor will notify Luxor promptly of potential shortages or delays of more than 5 business days, at which time Luxor reserves the right to cancel such Products or Services without penalty. If Vendor fails to make complete delivery as provided herein, Luxor reserves the right to cancel this Purchase, in whole or in part, and to charge Vendor for any additional costs or expenses incurred in the replacement of such Products or Services. Luxor may issue an alteration to this Purchase at any time (to the extent delivery or performance has not occurred), in whole or in part, effective upon Vendor's receipt of written notice from Luxor, without penalty or charge. If any alterations materially affect the cost of furnishing the Products or Services, the price of the Products or Services, or the delivery schedule of the Products or Services, an equitable adjustment mutually agreeable to the parties shall be made by Luxor. Vendor shall present claims for adjustment in writing within five (5) business days (or such other time period as may be agreed upon by the parties in writing) of receiving Luxor's change notice or any such claim by Vendor for such adjustment shall be deemed waived. Price increases or extensions of time for delivery shall not be binding on Luxor unless evidenced by an authorized change order to the Purchase approved by Luxor's authorized purchasing agent. Further, Luxor may terminate for convenience this Purchase at any time, in whole or in part, by written, electronic, or telegraphic notice. In such event, such termination shall apply to Products not yet delivered and/or Services not performed prior to the date of Vendor's receipt of such notice of termination. In the event of a breach of any of the representations, warranties, or covenants in Section 21(b), Luxor may, in its sole discretion and in addition to any other remedies Luxor may have under law or these Terms and Conditions, terminate these Terms and Conditions immediately.

2.06 Quantity. Vendor may supply only the quantity stated on the face hereof, notwithstanding any trade custom to the contrary. Any excess shall be returnable at Vendor's expense but Luxor shall not be required to return such excess nor shall Luxor be liable for the care of any excess or for its value or for any damage resulting to such excess. Luxor's count shall be accepted as correct as to the quantity received.

ARTICLE 3 - INSURANCE, WARRANTIES AND LIABILITIES

3.01 Warranties. Vendor warrants that it has good title to the Products and Services, free from any lien or encumbrance, unless otherwise specified, and that the Products and Services shall be free from defects in material and workmanship, and shall conform to the requirements of this Purchase, including any drawings or specifications herein incorporated and any samples furnished by Luxor or Vendor. Vendor further warrants that it has all necessary right, title and interest to enter into this Purchase, perform its obligations, and grant the rights and licenses herein. Notwithstanding any prior inspections or payments hereunder, all Products and Services shall be subject to final inspection and acceptance at Luxor's designated location within a reasonable time after delivery or performance. Vendor warrants to Luxor that if any Product or Service fails to meet Vendor's specifications and usage capabilities or is otherwise defective or non-conforming, then Vendor will, at its own cost and expense and within 30 days of its receipt of written notification of such failure, either correct such deficiency or provide Luxor with an acceptable plan for correcting such deficiency. In the case of Products, Vendor's obligation hereunder

applies only to the extent the deficiency pre-existed in the then current, unaltered release of the Product. If the deficiency is not corrected within the aforementioned 30-day period, or if an acceptable plan for correcting such deficiency is not established during such period, Luxor may request a refund or replacement of such Product or refund or reperformance of such Service. With regard to Products that are Software or contain Software, Vendor warrants the Software at the time of delivery contains no malicious or disabling code that may damage, destroy or destructively alter software, hardware, systems or data, including viruses, Trojan horses, worms, time bombs, backdoors, or mechanisms designed to permit Vendor or any other party to shut down or interfere with the operation of the Software. EXCEPT FOR THE WARRANTIES SET FORTH OR REFERENCED IN THIS PURCHASE ORDER, VENDOR MAKES NO ADDITIONAL WARRANTIES TO LUXOR WITH RESPECT TO THE PRODUCTS OR SERVICES, WHETHER EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

3.02 Insurance. Vendor shall maintain in effect throughout the time required for Vendor to perform its obligations pursuant to this Purchase and for a period of five years thereafter, the following types of insurance at the following minimum amounts: (a) General Liability and Products Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and including the following: products and completed operations coverage; coverage for products sold and claims and lawsuits brought anywhere in the world. Such policy shall respond as primary and non-contributory to any other insurance. (b) Workers Compensation in compliance with local law where the Services will be performed and Employers Liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 per disease each employee. (c) Automobile Liability covering Vendor's owned, non-owned, and hired automobiles with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage liability. (d) Umbrella/Excess liability insurance with providing additional limits of not less than \$5,000,000 per occurrence and in the aggregate above the General Liability and Products Liability insurance, Employers Liability insurance and Automobile Liability insurance. (e) If Seller is providing Services it must also maintain and evidence Professional Indemnity insurance (errors and omissions), including cyber liability (data privacy) coverage, with limits of at least \$5,000,000 per claim and in the aggregate. Vendor's insurance carrier must have an A.M. Best rating of A-VII or above. Vendor shall name Luxor and its officers, directors, employees, agents, Affiliates (defined below) and subsidiaries as additional insureds under the required General Liability and Products Liability insurance and the Automobile Liability insurance. Vendor shall furnish certificates of insurance before providing products or services, annually at policy renewal and upon Vendor's request. Such certificates shall include the required additional insured wording and state that Vendor's policies shall apply on a primary basis. If any of the foregoing insurance policies are cancelled or changed by Vendor or its insurer so as to affect the coverage required by these Terms and Conditions, Vendor shall notify Luxor in writing no less than thirty (30) days prior to such cancellation or change. Vendor shall cause its authorized subcontractors or assignees to maintain the same or substantially similar insurance coverage. "Affiliate(s)" shall mean any entity, whether incorporated or not, that is controlled by or under common control with Luxor plc, a public limited company incorporated in Ireland and its successors, and "control" (or variants of it) shall mean the ability, whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.

3.03 Indemnification. Vendor will defend, indemnify, and hold Luxor, its Affiliates and their respective officers, directors, employees, contractors, and agents harmless from and against any claims, actions, proceedings, demands, loss, liability, costs, damages or expenses (including but not limited to reasonable attorney's fees) (a) based on the performance or use of Products or Services; (b) based on personal injury, death, or property damage caused by Products, Services or Vendor's directors, officers, contractors, employees or agents; (c) based on any breach or default by Vendor in the performance of Vendor's obligations or Vendor's breach of its warranties hereunder; (d) to the extent that the Products or Services constitute an infringement of a copyright, trade secret, patent or other third party intellectual property right; (e) based on any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent, contractor, or employee of Vendor in

connection with Vendor's performance under this Purchase; or (f) from or related to breach of Section 21(b) and/or termination for such breach under Section 6. "Affiliate" shall mean any entity, whether incorporated or not, that is controlled by or under common control with Luxor. "Control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.

3.04 Limitation of Liability. The limit of Luxor's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to Vendor or to any third party concerning performance or nonperformance by Luxor, or in any manner related to this Purchase, for any and all claims, regardless of the form of action, will not in the aggregate exceed the purchase price paid for the Products or Services involved in the transaction giving rise to the cause of action. In no event shall Luxor be liable for any amounts representing loss of business or savings, or indirect, consequential, or punitive damages even if advised of their possible existence.

ARTICLE 4 - OWNERSHIP AND PROTECTION OF INFORMATION

4.01 Use of Names and Marks. All trademarks and trade names of each party are and will remain the exclusive property of such party. Neither party will acquire any right to the trademarks or trade name of the other party. Luxor will have the limited right to use Vendor's trade name and trademarks in connection with the activities described in this Purchase. Vendor may not: (i) publicize this Purchase or its subject matter, (ii) state that any Product or Service has been approved or endorsed by Luxor or its Affiliates; or (iii) use the name, trade name, trademark or symbol of Luxor or its Affiliates on any list of Vendor's customers, or in connection with any advertising or promotional materials or activities, or in other written, electronic, magnetic or laser media communications with or materials or products provided to third parties.

4.02 Rights in Software Products. Vendor grants to Luxor an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to install and use copies of the Software for the business purposes of Luxor and in the provision of services to Luxor's clients. "Software" shall mean any software or documentation identified in or associated with the Products or Services described herein or in any attachment made part of this Purchase. The License is unrestricted in: the models or capacity of processors using the Software; and the names of individuals who may use the Software. Luxor shall be entitled to host and/or support data of its clients using the Software (and any associated Products or Services, as applicable) in the US. Luxor shall be entitled to use the Software (and any associated Products or Services, as applicable) on its own behalf or on behalf of clients (i) on its own premises and equipment, (ii) on client premises and equipment or (iii) in a third party owned data center for the sole purpose of operating the Software in accordance with these Terms and Conditions.

4.03 Confidential Information. Vendor shall neither disclose to any other person, nor copy or duplicate, any information relating to this Purchase, including but not limited to, any data or information relating to Luxor, its business practices, business plans, pricing, and/or technical specifications furnished by Luxor, either orally or in writing, and all such information shall be deemed Luxor's confidential information. Disclosure by Vendor will be permitted to the extent it is required by law or by governmental regulations or court order, or as may be necessary to establish or assert its rights hereunder. Vendor further agrees to take action as necessary to ensure that no unauthorized person shall have access to such confidential information. Any information or other property furnished to Vendor by Luxor shall be returned to Luxor upon demand. Nothing in this Purchase prohibits or limits a party's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Purchase.

4.04 Data Privacy. Vendor shall abide by the following terms:

- (a) Vendor shall not seek access to (or the means to access) Luxor Personal Data (other than Personal Data relating to Luxor personnel that is obtained by Vendor in the ordinary course of maintaining its business relationship with Luxor) and shall contractually obligate its sub-contractors not to do so. If Vendor or any of its sub-contractors has access to, or acquires the means to access, Luxor Personal Data, then (i) Vendor shall promptly notify Luxor that this is the case; and (ii) Vendor shall, and shall contractually require its sub-contractors to, promptly and securely return all such Luxor Personal Data as are in its possession or under its control to Luxor and terminate such access to the extent practicable.
- (b) Where Vendor knows or reasonably suspects that an Information Security Breach (defined as any known or reasonably suspected loss, or unauthorized acquisition, disclosure, use or other form of compromise to Luxor Personal Data) has affected Luxor Personal Data or Personal Data owned by a client of Luxor, Vendor shall promptly notify Luxor (in any case within the later of 24 hours or one (1) business day following such discovery) and cooperate with Luxor in any post-breach investigation or remediation efforts.
- (c) "Personal Data" means any information relating to an identified or identifiable natural person (or, to the extent that applicable Data Privacy Laws apply to information about legal persons, an identified or identifiable legal person); "Luxor Personal Data" means Personal Data owned, licensed, or otherwise controlled by Luxor (including data maintained by Luxor or Luxor's Affiliate(s) on behalf of a Luxor), but does not include Personal Data relating to Luxor personnel that is obtained by Licensor in the ordinary course of maintaining its business relationship with Luxor; and "Data Privacy Law" means a data protection, privacy or confidentiality law or regulation in any relevant jurisdiction.

ARTICLE 5 - GENERAL

5.01 Force Majeure. Neither party is liable for any delay or failure to perform its obligations hereunder due to any cause beyond its reasonable control, provided that each party will take commercially reasonable steps to minimize any delays or failures.

5.02 Non-Waiver. A waiver of any term or condition of this Purchase by either party does not constitute a subsequent waiver of such term or condition or any other.

5.03 Severability. If any provision of this Purchase is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Purchase will continue in full force and effect.

5.04 Independent Contractors. In connection with this Purchase, Vendor is an independent contractor in relation to Luxor. This Purchase creates no agency relationship between Vendor and Luxor.

5.05 Assignment. Vendor may not assign or transfer this Purchase including any transfer by operation of law, change of control or merger without Luxor's prior written consent.

5.06 Compliance with Laws.

- (a) Vendor warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. In no event shall either party be obligated under this Purchase to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it.
- (b) Vendor represents and warrants that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt

Practices Act ("FCPA") and the U.K. Bribery Act (all the foregoing referred to as the "Anti-Corruption Laws").

5.07 Medicare and Medicaid Reimbursements. The Parties agree that the benefits to Vendor and Luxor under this Agreement do not require, are not payment for, and are not in any way contingent upon referring an individual for the furnishing or arranging for the furnishing of any item or service reimbursed by Medicare or Medicaid.

5.08 Supplier Standards of Conduct. Luxor is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with these ethical and professional standards as well.

5.09 Export Compliance. Vendor will comply with all applicable export control and economic sanctions laws and regulations of the United States and other governments in the performance of this agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, or repair of Products and any related technical data and services (collectively, "Trade Control Laws"). Prior to providing Luxor any goods, software or technical data subject to export controls, Vendor shall provide written notice to Luxor specifying the nature of the controls and any relevant export control classification numbers. Luxor may decline to receive goods, software, services and/or technical data subject to export controls at a level other than EAR99/AT, or to obtain other relief from Vendor. Notwithstanding any of other provisions of this Agreement, violation by Vendor of the Trade Control Laws will render this Agreement immediately terminable in Luxor's sole discretion upon notice by Luxor.

5.10 Governing Law. This Purchase is governed by and interpreted in accordance with the laws of the State of South Carolina as applied to agreements negotiated, entered into, and performed entirely within South Carolina between South Carolina residents, without regard to principles of conflict or choice of law. The U.S. federal and state courts of the State of South Carolina located in Greenville County shall have sole and exclusive jurisdiction and venue to adjudicate over any actions related to the subject matter of this Purchase.

5.11 Equal Opportunity and Anti-Discrimination. Luxor is a federal contractor and the following clauses are incorporated by reference herein to the extent applicable to Vendor:

- (a) Vendor shall abide by the provisions of 41 CFR 60-1.4 – Equal Opportunity Clause;
- (b) Vendor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans;
- (c) Vendor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities; and
- (d) Vendor shall abide by the provisions of 29 CFR Part 471 - Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010).

5.12 Survival. The provisions of this Purchase, which by their nature survive termination or expiration, shall survive termination or expiration of this Purchase.