

NON-EXCLUSIVE, PERPETUAL Cell DIVE PATENT LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between Leica Microsystems CMS GmbH, Ernst-Leitz Straße 17-37, 35578 Wetzlar ("Leica Microsystems" or "LMS") and you, end user of Cell Dive Multiplexed Immunofluorescence, either individually or as an authorized representative of the company or organization acquiring the license ("Licensee").

By performing Cell DIVE Multiplexed Immunofluorescence using the Cell DIVE Device you fully agree to be bound by the terms of this Agreement. If you do not accept the terms of this License Agreement, you must not perform Cell DIVE Multiplexed Immunofluorescence using the Cell DIVE Device.

1. Definitions.

"Confidential Information" means all information, data and documentation received by a receiving party from the disclosing party pursuant to this Agreement, subject to the exceptions set forth in Section 14. The Confidential Information particularly comprises the list of validated antibodies as provided by LMS to the Licensee.

"Cell DIVE Patents" means United States Patent nos. 7,629,125; 8,031,924; 8,131,476; 8,067,241; 8,639,013; 8,818,069 9,797,767; 9,836,865; 10,088,658; 10,317,663; 10,746,980 and any national or international patent applications claiming priority from such patents or patent applications, including any continuation applications, divisional applications and continuation-in-part filings.

"Cell DIVE Device" means the product Cell Dive Imager purchased by the Licensee.

"Excluded Fields" means any activities outside the Field, including, but not limited to: (i) providing services to third parties within the territory of the United States of America; (ii) transferring any process, or method, covered by the Cell DIVE Patents to any third party; (iii) diagnostics.

"Field" Cell DIVE Multiplexed Immunofluorescence using the Cell DIVE Device as protected by the Cell DIVE Patents. The Field excludes any of the Excluded Fields in this Agreement.

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“**Territory**” means worldwide (with the limitation of Excluded Fields for the United States of America).

“**Term**” Perpetual starting from the Start Date.

“**Start Date**” The day of delivery of the Cell DIVE Device.

2. Control of Intellectual Property. The intellectual property set out in this Agreement is owned by LMS. To the knowledge of LMS, as of the Start Date, LMS represents and warrants to Licensee, except as otherwise provided or disclosed herein, that it is entitled to grant a license in accordance with the terms of this Agreement, without violating the terms of any agreement with any third party.

3. License Grants.

3.1. Patent License Grant. Subject to the terms and conditions of this Agreement, LMS hereby grants to Licensee a non-exclusive, royalty-free, perpetual, non-transferable license, without the right to grant sublicenses, to use the Cell DIVE Patents in the Field in the Territory. LMS retains all rights not expressly granted herein. There are no implied licenses granted herein.

3.2. Limitations. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to convey or transfer ownership by a party to any other party of any rights, title or interest in any Confidential Information, patent rights, copyrights, trade secrets or other intellectual property rights owned or controlled by such party. Except as expressly provided for in this Agreement, nothing in this Agreement will be construed as a license or sublicense by either party to the other party of any patent rights, copyrights, trade secrets or other intellectual property rights owned or controlled by such party. All rights not expressly licensed by LMS are retained by LMS. Notwithstanding anything contained herein to the contrary, the license rights granted to Licensee in this Agreement do not include (i) the right to grant sublicenses; (ii) the right to conduct any activities outside the Field under the Cell DIVE Patents; (iii) the right to conduct activities within the Excluded Fields under the Cell DIVE Patents; and (iv) the right to conduct any activities outside the Territory under the Cell DIVE Patents.

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4. Ownership/ Improvements

Subject to the rights and licenses granted in this Agreement, (i) LMS and/or LMS licensors retains its entire right, title and interest in and to all intellectual property rights comprising, arising out of or relating to the Cell DIVE Patents; and (ii) none of Licensee, Licensee's affiliates or any authorized users of Licensee shall acquire any ownership of any intellectual property rights in or to the Cell DIVE Patents as a result of this Agreement.

5. Warranties

Licensee acknowledges and agrees that it is relying on Licensee's own due diligence in respect of any intellectual property rights owned by third parties necessary to exercise the rights granted under the licenses contained in this Agreement. OTHER THAN THE WARRANTIES CONTAINED HEREIN, LMS OR LMS LICENSORS EACH HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, FREEDOM TO OPERATE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS.

6. Limitation of Liability. IN NO EVENT WILL ANY PERSON BE ENTITLED TO RECOVER FROM LMS AND/OR LMS LICENSORS ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE GRANTED HEREUNDER EVEN IF LMS OR LMS LICENSORS, TOGETHER OR INDIVIDUALLY, HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR ANY ACTS OR OMISSIONS OF ITS AFFILATES, EMPLOYEES, AGENTS, REPRESENTATIVES OR AUTHORIZED USERS.

7. Indemnification. Licensee will indemnify, hold harmless and defend LMS and/or LMS licensors, and their respective officers, employees and agents from and against any and all claims, suits, losses, liabilities, damages, costs, fees and expenses resulting from or arising out of (i) the practice by Licensee of the licenses granted hereunder, or (ii) the development, manufacture, use, handling,

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storage, sale or other disposition of any product (or any materials derived therefrom) by Licensee or its employees or agents.

8. Term, Termination.

8.1. Term. This Agreement will commence on the Start Date and will remain in force for the duration of the Term, unless terminated earlier as provided in this Agreement.

8.2. Termination. Either party will have the right to terminate this Agreement at any time for a material breach of this Agreement by the other party, provided that the non-breaching party will have first given thirty (30) days prior written notice to the breaching party describing such breach and stating the non-breaching party's intention to terminate this Agreement if such breach remains uncured, and the breaching party thereafter fails to cure such breach within such thirty (30) day period.

8.3. Effect of Termination or Expiration. Termination of this Agreement will not relieve either party of any obligation or liability accrued hereunder prior to such expiration or termination. The licenses granted to Licensee under this Agreement will terminate immediately upon the expiration or termination of the Agreement. Within thirty (30) days following the expiration or termination of this Agreement: (i) each party will return to the other party, or destroy, upon the written request of the other party, all confidential information of the other party in its possession (other than one (1) copy for the purposes of reference).

9. Survival. Unless expressly stated otherwise herein, the obligations and rights of the parties under Sections 1, 4, 5, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 will survive the termination of this Agreement.

10. Entire Agreement; Amendment; Assignment. This Agreement and its exhibits set forth the complete and entire agreement of the parties with respect to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the parties. No subsequent amendment, modification or addition to this Agreement will be binding upon the parties unless reduced to writing and signed by the respective authorized officers of the parties.

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Licensee may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of LMS, and any such attempted assignment or other transfer will be void. LMS may assign this Agreement upon written notice to Licensee.

11. Governing Law. This Agreement and all further documents executed pursuant to it shall be governed by and construed in accordance with the laws of Germany, excluding its rules on the conflict or choice of laws. In no event shall this Agreement be governed by the UN Convention on Contracts for the International Sale of Goods.

12. Waiver; Severability. Except as specifically provided for herein, the waiver from time to time by either party of any right or failure to exercise any remedy will not operate or be construed as a continuing waiver of the same right or remedy or of any other of such party's rights or remedies provided in this Agreement. In case any provision of this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

13. Independent Contractors. It is expressly agreed that the LMS Entities, on the one hand, and Licensee, on the other hand, are independent contractors and that the relationship between the two parties will not constitute a partnership or agency of any kind. Neither the LMS Entities nor Licensee will have the authority to make any statements, representations or commitments of any kind, or to take any action, which will be binding on the other, without the prior written consent of the other.

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14. Confidential Information.

14.1. Confidential Information. Except as expressly provided herein, during the Term and for a period of five (5) years thereafter, the receiving party will keep completely confidential and will not publish or otherwise disclose to any third party and will not use for any purpose other than to accomplish the purposes of this Agreement any Confidential Information furnished to it by the disclosing party hereto pursuant to this Agreement, except that to the extent that it can be established by the receiving party by written evidence that such Confidential Information:

- (a) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure;
- (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party;
- (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement;
- (d) was lawfully disclosed to the receiving party by a person other than a party hereto;
- (e) was independently developed by the receiving party without the aid application or use of Confidential Information of the disclosing party; or
- (f) was the subject of a written permission to disclose provided by the disclosing party.

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14.2. Permitted Use and Disclosures. Each party may disclose Confidential Information of the other party to its affiliates, directors, employees, consultants, agents and other representatives to accomplish the purposes of this Agreement, so long as such persons are under an obligation of confidentiality no less stringent than as set forth herein. Each party may use or disclose Confidential Information disclosed to it by the other party to the extent such use or disclosure is reasonably necessary in filing or prosecuting patent applications, prosecuting or defending litigation, complying with applicable law, governmental regulation or court order, submitting information to tax or other governmental authorities, making a permitted sublicense or otherwise exercising its rights hereunder; provided, however, that if a party is required to make any such disclosure of the other party's Confidential Information, other than pursuant to a confidentiality agreement, it will give reasonable advance written notice to the other party of such disclosure and, save to the extent inappropriate in the case of patent applications, will use reasonable efforts to secure confidential treatment of such information prior to its disclosure (whether through protective orders or otherwise). Each party shall use at least the same standard of care as it uses to protect its own Confidential Information to ensure that its affiliates, directors, employees, consultants, agents and other representatives do not disclose or make any unauthorized use of the other party's Confidential Information. Each party shall promptly notify the other party upon discovery of any unauthorized use or disclosure of the other party's Confidential Information.

14.3. Confidential Terms. Except as expressly provided herein, each party agrees not to disclose any material or financial terms of this Agreement to another party without the prior written consent of the other party, not to be unreasonably withheld; provided, however, that each party reserves the right to make reasonable disclosures (including the redaction of material or financial terms) as required by securities or other applicable laws, or to actual or prospective investors or corporate partners, or to accountants, attorneys and other professional advisors on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. A party will have the further right to disclose the material financial terms of this Agreement

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under strictures of confidentiality to any potential acquirer, bona fide potential strategic partner or collaborator, merger partner, bank, venture capital firm or other financial institution to obtain financing. If such confidential information is to become public information by such disclosure, then the disclosing party will obtain the written consent of the non-disclosing party prior to such disclosure to obtain protection of the confidential information, if necessary.

October 2021