

## **iSPECIMEN INC.**

### **PURCHASE TERMS**

These purchase terms (“Purchase Terms”) apply to all signed quotes, purchase orders, statement(s) of work, and work orders (collectively, “Purchase Documents”) placed by customer (“Customer”) and accepted by iSpecimen Inc. (“iSpecimen” or “Company”) for the procurement of certain specimen(s), services, and/or data (collectively the “Specimens” and/or the “Services”). As consideration for iSpecimen’s delivery of Specimens and/or Services, Customer hereby accepts the Purchase Terms contained herein. These Purchase Terms become effective upon iSpecimen’s acceptance of Customer’s Purchase Document (the “Effective Date”). iSpecimen and Customer may also be referred to herein individually as a “Party” and collectively as the “Parties”.

#### Specimens and Services

iSpecimen shall use commercially reasonable efforts to provide the Specimens and/or Services as specified in any Purchase Document accepted by the Company. iSpecimen shall not guarantee that Specimens are suited for any particular research or experiment performed by the Customer or by any third party on the Customer’s behalf.

#### Scope of Use

Unless specifically marked for clinical purposes, the Specimens shall be used solely for scientific research purposes (“Research-Use Only Specimens”). Such Research-Use Only Specimens, or any modified or unmodified derivatives of Research-Use Only Specimens shall not be used: (i) in human subjects; (ii) for the treatment or diagnosis of humans; (iii) for testing in animals intended for human consumption; (iv) as a component in a manufactured product not generally used in research and development; or (v) to create immortalized cell lines for commercial distribution. Customer shall not sell Research-Use Only Specimens to any third-party person or entity without the express written consent of iSpecimen.

Specimens collected and marked for clinical purposes in accordance with the FDA or other governing bodies (“Clinical-Grade Specimens”) may be used as a raw material in the manufacturing of human cells, tissues, and cellular and tissue-based products (“HCT/Ps”). iSpecimen is in no way responsible for any HCT/Ps created from Clinical-Grade Specimens.

All individuals who use the Specimens, including any third parties contracted by Customer, shall be bound under a written agreement with Specimen and material and data use requirements at least as stringent as these Purchase Terms. Customer and all individuals working with the Specimens agree to use, handle, retain, and destroy (if applicable) the Specimens in accordance with the terms of these Purchase Terms as well as all applicable federal, state, and international laws, statutes, and regulations, as such may be amended, revised, restated, or replaced from time to time.

#### Specimen Identification

The Specimens are provided in a non-identifiable form. In the event Customer discovers the identity of any donor and/or donor family who provided the Specimens, or generates data from the Specimens that may permit such discovery, Customer shall not make use of such knowledge, shall safeguard or destroy such information, and shall advise iSpecimen of such discovery in accordance with all applicable laws and regulations at the time of such discovery. Customer further agrees to never use the Specimens, provided data, or any material or data derived from the Specimens, to attempt to ascertain the identity of the individual(s) from whom they were obtained.

#### Limited Data Sets

In the event a Specimen is provided with a Limited Data Set, Customer agrees to: (i) limit the use and disclosure of any Limited Data Set solely to conduct Customer’s internal research, as permitted herein; (ii) comply with all

applicable federal and state laws and regulations relating to the maintenance of the PHI included with the Limited Data Set and; (iii) safeguard the confidentiality of the PHI and the use and disclosure of the PHI. Customer shall limit the disclosure of any Limited Data Set to those members of its workforce, including any agents or subcontractors, who have a legitimate business need to access such Limited Data Set for purposes of Customer's permitted research. Prior to disclosing any Limited Data Set to its workforce members, Customer shall ensure that such workforce members have agreed to the same restrictions and conditions that apply under these Purchase Terms and shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rule and Security Rule. Customer agrees to report to iSpecimen any use or disclosure of a Limited Data Set not provided for in these Purchase Terms of which it becomes aware, including, without limitation, any disclosure of PHI to an unauthorized subcontractor, within ten (10) days of Customer's discovery.

As used in these Purchase Terms, a "Limited Data Set" and "PHI" shall have the same respective meanings as set forth in HIPAA and its subsequent amendments thereto.

#### Ownership and IP

Customer retains all right, title, and interest in and to any and all information, ideas, methods, data, inventions, works, rights, properties, technology, and know-how that is conceived, created, discovered, developed, or invented solely by Customer from use of the Specimens and/or Services. At all times each Party maintains ownership in its pre-existing intellectual property.

#### Safety

Customer acknowledges that the Specimens may have hazardous properties and may carry transmissible infectious agents. Except to the extent prohibited by law, Customer assumes all risks and responsibility in connection with the handling, storage, disposal, internal transfer, and/or use of the Specimens and any modifications thereto. Customer shall take appropriate safety and handling precautions to minimize health or environmental risk to all individuals who use or come in contact with the Specimens.

#### Non-Circumvention

Should Customer become aware of the identity of any iSpecimen supplier as a direct result of Specimens or Services delivered under this Agreement, Customer shall not knowingly solicit or contract for the supply of Specimens directly with any such supplier for a period of one (1) year from the Effective Date. Should Customer circumvent iSpecimen and procure substantially similar Services or Specimens directly from any such supplier during the one (1)-year period following the Effective Date, Customer agrees to pay iSpecimen an amount equal to twenty-five percent (25%) of the actual purchase price Customer paid to procure such Services or Specimens from the supplier(s) during such period.

iSpecimen reserves the right to remove Customer from the iSpecimen Marketplace should Customer repeatedly request Specimens and/or Services and subsequently does not make purchases through the iSpecimen Marketplace.

#### Shipment Terms

All Specimens are shipped in accordance with Incoterms®2010 FCA. Shipments may be insured for their value. Shipping and any insurance costs shall be the responsibility of Customer. Customer may supply its own courier account number for direct billing of shipping and insurance costs or iSpecimen may bill for Customer directly for shipping and insurance costs.

#### Acceptance and Returns

Customer has fourteen (14) days from receipt of Specimens to inspect the Specimens to ensure compliance with the specifications set forth in the applicable Purchase Document. Should any Specimens fail to meet such specifications

("Rejected Specimens"), Customer shall promptly notify iSpecimen by sending an e-mail message to the following e-mail address: [customerservice@ispecimen.com](mailto:customerservice@ispecimen.com). Within such message Customer shall specify whether it chooses to receive replacement Specimens or receive invoice credit. iSpecimen shall determine whether the Rejected Specimens are to be returned to iSpecimen (at iSpecimen's cost) or destroyed by Customer. If Rejected Specimens are to be returned, iSpecimen shall provide the shipping address for Customer to return the Rejected Specimens.

#### Cancellations

Orders for Specimens or Services may be cancelled by the Customer with thirty (30) days' written notice at any time prior to shipment. Partial charges or charges in full may be invoiced for any Services performed or Specimens collected under the Purchase Document prior to such cancellation. Customer agrees to pay iSpecimen for such charges.

#### Payment Terms

Customer shall pay iSpecimen within thirty (30) days of Customer's receipt of an iSpecimen invoice. Customers may be charged one percent (1%) per month, not to exceed the maximum amount by law, on any overdue balances.

#### Confidentiality

Each Party shall maintain all information disclosed by one Party to the other Party that is marked as confidential, or which by its nature is confidential and would be judged so under a reasonable standard, or is disclosed or provided under circumstances reasonably indicating that it is confidential or proprietary ("Confidential Information"), in strict confidence and shall not at any time or for any reason disclose any Confidential Information of the other Party to any unauthorized third party without the disclosing Party's prior written consent. Neither Party shall use any Confidential Information of the other Party for any purpose whatsoever except in performing its duties and exercising its rights under these Purchase Terms. Notwithstanding the foregoing, the receiving Party may disclose the Confidential Information of the disclosing Party if it believes in good faith that any applicable law, rule, or regulation requires the disclosure; provided that the receiving Party makes a reasonable effort to give the disclosing Party as much advance notice as is practicable of such requirement; and, provided further, that any such disclosure is limited in content and manner to that which is so required. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving Party; (ii) which is already known to the receiving Party before disclosure by the disclosing Party and can be evidenced as such; (iii) which is independently developed by the receiving Party without use of or reference to the Confidential Information of the other; or (iv) which the receiving Party rightfully receives from third parties not under a duty of confidentiality owed to the disclosing Party.

#### Indemnification

Each Party shall be liable for any loss, claim, damage, or liability that such Party incurs as a result of its activities under these Purchase Terms, except that the Parties assume liability only to the extent as provided under the applicable laws and regulations. Notwithstanding the foregoing, Customer shall, except to the extent prohibited by law, indemnify, defend, and hold harmless iSpecimen, its officers, directors, employees, and agents from and against any and all claims or damages arising from Customer's use of the Specimens or Customer's failure to comply with the Purchase Terms or any applicable federal, state, local, or international law. This paragraph shall survive expiration or termination of the Purchase Terms.

#### Limitation of Liability

EXCEPT TO THE EXTENT PROHIBITED BY LAW, CUSTOMER ASSUMES ALL LIABILITY FOR DAMAGES WHICH MAY ARISE FROM ITS USE, STORAGE, TRANSFER, OR DISPOSAL OF THE SPECIMENS. ISPECIMEN SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, CLAIM, OR DEMAND MADE BY CUSTOMER, OR MADE AGAINST CUSTOMER BY ANY

OTHER PARTY, DUE TO OR ARISING FROM CUSTOMER'S USE OF THE SPECIMENS, EXCEPT TO THE EXTENT REQUIRED BY LAW WHEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ISPECIMEN.

#### DISCLAIMER OF WARRANTIES

CUSTOMER ACKNOWLEDGES AND AGREES THE SPECIMENS MAY HAVE BEEN SUBJECT TO CHANGES IN TEMPERATURE AS PART OF THE STORAGE AND SHIPPING PROCESS AND MAY HAVE BEEN TESTED USING EQUIPMENT OR METHODOLOGIES THAT ARE DIFFERENT FROM THOSE OF CUSTOMER. CUSTOMER ACKNOWLEDGES, AGREES, AND ACCEPTS THAT ALL SPECIMENS ARE PROVIDED "AS IS" AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY SORT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE SPECIMENS SHALL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, ISPECIMEN MAKES NO REPRESENTATIONS OR WARRANTY AS TO THE IDENTITY, PURITY, SAFETY, OR ACTIVITY OF THE SPECIMENS.

#### Force Majeure

Except as otherwise provided herein, should the performance of the Purchase Terms or any obligation under the Purchase Terms be prevented, restricted, or interfered with by reason of any event, act, or condition beyond iSpecimen's reasonable control (including, but not limited to, fire, labor disturbance, endemic failures, telecommunications disruptions of the World Wide Web or the Internet, telecommunication failures, denial of service attacks, acts of God, financing difficulties, or any similar cause beyond iSpecimen's reasonable control), iSpecimen, upon written notice to Customer, shall be excused from such performance to the extent of such prevention, restriction, or interference.

#### Notices

All notices, requests, or other communications to iSpecimen must be in writing and sent to the address set forth below or to any other address as iSpecimen may designate by notice hereunder, and must be: (a) delivered by hand; (b) sent by recognized overnight courier; or (c) sent by certified mail, return receipt requested, postage prepaid.

iSpecimen Inc.  
450 Bedford Street  
Suite 1010  
Lexington, Massachusetts 02420  
Attention: General Counsel

#### Attribution

Customer shall acknowledge "iSpecimen Inc." as the provider of biospecimens in any publications or public disclosures that report results obtained from the use of the Specimens.

#### Assignment

Customer may not assign the Purchase Terms, nor delegate its rights or duties, without the express written consent of iSpecimen, which consent shall not be unreasonably withheld or delayed. The Purchase Terms shall be binding upon the Parties or their authorized respective successors and assigns.

#### Governing Law

The Purchase Terms will be governed, construed, and in enforced according to the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of laws.

### Entire Agreement

Customer and iSpecimen specifically acknowledge and agree that any other purchase terms varying from or adding to these Purchase Terms, whether contained in any other electronic, written, or oral communication made from Customer to iSpecimen, are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both Parties. Variance from or addition to these Purchase Terms in any written notification or documentation, from Customer or otherwise, shall be of no effect unless expressly agreed to in writing by both Parties. In the event of any conflict between these Purchase Terms and any other document or agreement, the terms of the Purchase Terms shall prevail and control.