

GENERAL TERMS AND CONDITIONS

Thank you for your interest in purchasing products from LMSI, LLC d/b/a Lighthouse Lab Services (referred to herein as “we”, “us”, “our”, or “LLS”). We value your business, and our goal is to make your experience as smooth as possible. For the purposes of these Terms and Conditions, the terms “you,” “your,” and “Client” refer to the purchaser of products or services from LLS, and together LLS and Client will be referred to as the “Parties” (each of LLS and Client individually a “Party”). Unless otherwise expressly agreed in writing, your purchase of products or services are subject to the following terms and conditions:

1. Agreement Terms

1.1. General Terms. These terms and conditions (“**Terms**”) govern the relationship between you and LLS for your purchase of products or services from us. You agree to accept and be bound by these Terms by ordering products or services from us.

1.2. Supplementary Terms. Some of our products and services are subject to additional software licenses, limited use label licenses, or other written contract terms that you will not find here (collectively, “**Supplementary Terms**”). You will find any Supplementary Terms that apply in your quote or other signed agreement with LLS (“**Statement of Work**” and together with the Terms and Supplementary Terms, the “**Agreement**”), on our website, or in literature that accompanies the product or service.

1.3. Conflicting Terms. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) Statement of Work; (b) any applicable Supplementary Terms; and (c) finally, these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in the Agreement differ from the terms of your offer, the Agreement will serve as the governing terms for our contract.

1.4. When the Terms Take Effect. These Terms between us take effect when you receive written or email confirmation that we have accepted your order or that we are kicking off your project.

2. Price

2.1. Taxes and Fees. Our product prices do not include any taxes (including any Value-Added Tax), duties, levies, or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

2.2. Delivery Fees; Freight Policy. You may be responsible for standard shipping and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. Applicable shipping and handling charges will appear on your invoice.

3. Payment

3.1. All payments hereunder must be made by wire transfer, check, or credit card and in US dollars.

3.1.1. If a credit card is used to make a payment to LLS, then LLS will have the right to add a processing fee equivalent to the processing fee of the credit card used.

3.2. Late Payment. Late payments shall bear interest at the lesser of: (a) the rate of 1.5% per month, calculated daily and compounding monthly; or (b) the highest rate permissible under applicable law. You agree to reimburse LLS for all reasonable costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

4. Limitations and Exclusions of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES (EXCEPT FOR COMPENSATION FOR SERVICES AND EXPENSE REIMBURSEMENTS THAT YOU OWE TO LLS UNDER THE AGREEMENT) OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL LLS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE RELATIONSHIP WITH YOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LLS PURSUANT TO THE APPLICABLE AGREEMENT GIVING RISE TO THE CLAIM, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

5. Exclusivity

5.1. Client acknowledges the value of LLS's time, resources, and know-how in providing the services and products per the Agreement, and as material consideration for LLS to enter into an Agreement, Client agrees that LLS will serve as Client's sole and exclusive provider of all services provided under the Agreement. This exclusivity will continue for the duration of the term of any Statement of Work for the products and services provided under that Statement of Work. If Client terminates the Agreement this exclusivity will survive for the number of years remaining in the then existing term of any Statement of Work still in effect.

6. Confidentiality and Work Product

6.1. Confidential Information. Either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, or confidential information of Disclosing Party that, if disclosed or accessed in writing or other tangible form, is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed or within ten (10) days after disclosure or regardless of whether it was labeled or identified as confidential if a reasonable person operating in good faith would believe that the information was confidential or proprietary ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential and unrestricted basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession without obligation of confidentiality prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using or referencing any Confidential Information of Disclosing Party. For the avoidance of doubt, any know-how or unique techniques that LLS discloses in the course of its performance shall be considered Confidential Information of LLS.

6.2. Obligations. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information or permit it to be accessed or used for any purpose other than to exercise its rights or perform its obligations under these Terms; and (c) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who needs to know the Confidential Information to assist the Receiving Party or act on its behalf to exercise its rights or perform its obligations under these Terms and who agree to the confidentiality obligations stated herein or are under confidentiality obligations to the Receiving Party that would cover such Confidential Information and are as at least as restrictive as the obligations provided herein. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify

Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section, “**Receiving Party's Group**” shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, members, managers, subcontractors, attorneys, accountants, and financial advisors.

6.3. Return of Confidential Information. Upon the Disclosing Party's request, the Receiving Party will promptly (a) return to the Disclosing Party or destroy all tangible embodiments of the Disclosing Party's Confidential Information; (b) permanently erase all electronic files containing or summarizing any of the Disclosing Party's Confidential Information (except for any computer records or files that have been created pursuant to the Receiving Party's automatic archiving and back-up procedures and the removal of which is not technically reasonable); and (c) if so directed by the Disclosing Party, confirm to Disclosing Party in writing that the Receiving Party has fully complied with the foregoing obligations. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain one (1) copy of Disclosing Party's Confidential Information for its legal archives (subject to a continuing obligation of confidentiality) or as otherwise required by applicable laws, regulations, and ordinances.

6.4. Equitable Relief. Each Party recognizes that the other Party's Confidential Information is of a special, unique, and extraordinary character, the loss of which may not reasonably or adequately be compensated for in damages in any action at law. Accordingly, each Receiving Party understands and agrees that the Disclosing Party may be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of this Section of the terms, and each Receiving Party agrees to waive any requirement that the Disclosing Party post a bond or security in connection therewith. Each Receiving Party also understands and agrees that any such equitable relief may be in addition to, and not in substitution for, any other relief to which the Disclosing Party may be entitled. The provisions of this Section shall survive termination of the Agreement.

6.5. Suspension of Work. In addition to all other remedies available under these Terms and Conditions or at law (which LLS expressly reserves and does not waive by the exercise of any rights hereunder), LLS shall be entitled to immediately suspend the provision of any Services if the Client fails to pay any amounts when due.

7. Miscellaneous

7.1. Service Standards; Disclaimers. LLS will render all services using commercially reasonable efforts and in accordance with professional standards typical for the industry and in compliance with the terms of the Agreement. In performing its services, LLS shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information, and data supplied by you, your personnel, representatives, and agents are complete and accurate. To the extent LLS provides any conclusions, analysis, advice, or recommendations while providing services, this is intended solely to identify potential information or issues for your further consideration and potential action, is not a legal or certified opinion, and must not be regarded as a substitute for specific legal advice or regulatory counsel on the matters addressed. After completion of services, LLS will have no responsibility to update its advice, recommendations, or work product (including as to any deliverable materials) for changes or modifications to the law, regulations, or rules or for subsequent events or transactions, unless you separately engage LLS in writing to do so. Notwithstanding anything else in the Agreement, you acknowledge and agree that LLS is not responsible for and explicitly disclaims all liability for the acts or omissions of your personnel, including all personnel of your laboratory, and you agree to waive all claims against LLS for any liabilities, costs, expenses, damages, or other losses that may arise or relate to the acts or omissions of your personnel, all of which and whom shall be solely your responsibility. All ultimate decision-making, administration, and management of your laboratory is exclusively your responsibility.

7.2. Regulatory Restrictions. In addition to the restrictions set out in these Terms: (a) you must use any products we provide to you under the Agreement in accordance with manufacturers' instructions; (b) you are solely responsible for making sure that the way you use products complies with applicable laws, regulations, and governmental policies; (c) you must obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.

7.3. Headings. Headings are for convenience only and shall not be used in the interpretation of these Terms.

7.4. Notices. Notice shall be deemed given when personally delivered (including delivery by overnight delivery service), or if given by mail, the earlier of the date of actual receipt or three days after deposit in the United States mail, postage prepaid to each Party at their respective addresses, or as otherwise furnished in writing pursuant to this Section.

7.5. Amendment; Waiver. No amendment to the Agreement shall be binding on either Party unless it is in writing and executed by the respective duly authorized representatives of both Parties. The waiver of any covenant, condition, or duty hereunder by either Party shall not prevent that Party from later insisting upon full future performance by the other Party. No waiver shall be effective unless set forth in a writing signed by the Party against whom the waiver is to be enforced.

7.6. Severability. The provisions of these Terms shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of these Terms shall be effective and binding upon the Parties. Additionally, if a court of competent jurisdiction, or an arbitrator selected pursuant to Section 8, finds any part of these Terms to be unenforceable for any reason, including without limitation, the provision being too broad, the Parties instruct such court or arbitrator to modify such provision, as may be needed, to enforce any such provision to the fullest extent permitted by law. Notwithstanding the foregoing, if enforcement of these Terms as so modified would substantially deprive one of the Parties of the benefit of the original bargain or is materially detrimental to one of the Parties, then said Party may terminate upon thirty (30) days written notice.

7.7. Independent Contractor Relationship. Our relationship with you will be that of an independent contractor and nothing in these Terms should be construed to create a partnership, joint venture, or employer-employee relationship between LLS (or any person employed by LLS) and Client. Except as expressly provided herein, LLS is not the agent of Client, Client is not the agent of LLS, and neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.

7.8. Assignment and Delegation. Neither these Terms nor any of the rights or duties under these Terms may be assigned or delegated by either Party without the prior written consent of the other Party; provided, however, that notwithstanding anything to the contrary in the Agreement, the products or services may be provided in whole or in part by an LLS-affiliated entity and we may assign or otherwise transfer the Agreement to an affiliate or a successor in a change of control or involving a transfer of that area of its business to which the Agreement is related (including by way of merger, change of control, or otherwise), without notice to or consent of the other Party. All rights and obligations of the Agreement apply in full to any permitted successors, assignees, and delegees.

7.9. No Setoff. Client shall not, and acknowledges that it will have no right, under these Terms, any other agreement, document or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to LLS or any of its affiliates, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to it by LLS or its affiliates, whether relating to LLS or its affiliates' breach or non-performance of these Terms or any other agreement between Client or any of its affiliates, and LLS or any of its affiliates, or otherwise.

7.10. No Third-Party Beneficiaries. These Terms benefit solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.

7.11. Force Majeure. Neither Party shall be liable nor deemed in default for any delay or failure in performance under the Terms or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions by either Party's employees or any similar or dissimilar cause beyond the reasonable control of either Party. However, the Party claiming relief under this Section shall promptly notify the other Party in writing of the occurrence and shall make good faith efforts to remedy any delay or failure in performance and perform under these Terms promptly upon removal of the circumstances causing such delay or failure.

7.12. General Representations and Warranties. Each Party represents and warrants to the other Party that:

7.12.1. It is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

7.12.2. It has the full right, power, and authority to enter into an agreement, to grant the rights and licenses granted thereunder, and to perform its obligations thereunder;

7.12.3. The execution of any agreement by its representative whose signature is required has been duly authorized by all necessary corporate action of the Party;

7.12.4. When an Agreement has been executed between us, these Terms will constitute a legal, valid, and binding obligation of such Party, enforceable against such Party.

7.13. Nondebarment. Each Party represents and warrants that (a) neither it nor any of its employees are excluded from participation under any state or federal health care program for the provision of items or services for which payment may be made under a state or federal health care program; and (b) it has not been subject to any adverse action under 42 U.S. Code § 1320a-7, relevant regulations promulgated thereunder, or other relevant federal or state laws or regulations (collectively “**Exclusion/Adverse Actions**”). During the term of the Agreement, both parties agree to notify the other in writing immediately upon learning of any such Exclusions/Adverse Actions and provide the basis of the Exclusions/Adverse Actions. The Parties acknowledge and agree that any Exclusions/Adverse Actions of or against it or any employee utilized in the performance of the Agreement may serve as the basis of an immediate termination of the Agreement by the other.

7.14. Fraud and Abuse Laws and Stark Law. The Parties intend to conduct their relationship in full compliance with applicable state, local, and federal law. The Parties acknowledge and agree that: (a) the benefits to Client under these Terms do not require, are not payment for, and are not in any way contingent upon the referral, admission, treatment, or any arrangement for the provision of any item or service offered by LLS to Client in any facility or laboratory controlled, managed, or operated by Client; and (b) LLS is not engaging, does not intend to engage, and is not required to engage in any sales or marketing for Client, referrals of patients to Client, or any similar activities, or any other activities designed or intended to result in referrals of patients to Client, and no amount paid to LLS by Client pursuant to these Terms is being paid as consideration for or in connection with any such activities. Neither Party will intentionally conduct itself under the Terms in a manner to constitute a knowing violation of the Medicare and Medicaid Anti-Fraud and Abuse Laws including, but not limited to: the Criminal False Claims Statute, 42 U.S.C. § 1320a-7b(a); the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); Stark II, 42 U.S.C. § 1395nn; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Eliminating Kickbacks in Recovery Act, 18 U.S.C. § 220; or the Federal False Claims Act, 31 U.S.C. § 3729 or any other federal or state statute which could result in the imposition of civil or criminal penalties or to the debarment, suspension or exclusion of Client or LLS from any federal or state program for the reimbursement of healthcare. Notwithstanding any unanticipated effect of any provision of these Terms, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with Medicare and Medicaid or other federal programs. The Parties acknowledge and agree that the Agreement and the compensation paid:

7.14.1. Has been negotiated on an arm’s length basis pursuant to a bona fide bargaining among the Parties;

7.14.2. Is commercially reasonable;

7.14.3. Is commensurate with fair market value;

7.14.4. Is consistent with and necessary for the legitimate business purposes of the Parties; and

7.14.5. Is necessary and reasonable to further the Client’s mission to provide laboratory services to its patients.

7.15. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina and subject to the exclusive jurisdiction of the federal and state courts located in Mecklenburg County, North

Carolina without regard to conflict-of-law's provisions. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina, in the County of Mecklenburg, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

8. Termination. In addition to any remedies available at law or in any Supplementary Terms or a Statement of Work, a Party may terminate their Agreement, in its entirety, in the event of any of the following:

8.1. Termination Upon Mutual Agreement. An Agreement may be terminated at any time by the mutual written agreement signed by both Parties.

8.2. Termination For Cause. An Agreement may be terminated if LLS or Client materially breaches its obligations pursuant to their Agreement, and such breach is incurable, or, if curable, is not cured within thirty (30) days after written notice of such breach to the breaching Party by the non-breaching Party. Notwithstanding the foregoing, a Party (a "**Terminating Party**") may terminate an Agreement immediately upon written notice to the other Party (the "**Defaulting Party**") in the event:

8.2.1. The Defaulting Party is:

8.2.1.1. convicted of or pleads guilty to a felony related to the provision of healthcare services, is excluded from participation in Medicare, Medicaid, or any other governmental health care program, or if the Terminating Party reasonably believes, in good faith and upon the written advice of legal counsel, that any of the foregoing is more likely than not to occur as to the Defaulting Party;

8.2.1.2. if the Defaulting Party is liquidated or dissolved or a receiver is appointed for all or substantially all of Defaulting Party's assets; or

8.2.1.3. if the Defaulting Party files a petition seeking protection under any state or federal insolvency, bankruptcy, or similar law affecting the rights of the creditors generally, or a similar filing is made against the Defaulting Party, unless such filing is dismissed within a sixty-day (60) period thereafter.

8.2.1.4. LLS may terminate the Agreement immediately if Client fails to fully pay all undisputed invoices when due and such failure is not cured within ten (10) days.

8.2.2. Additionally, LLS reserves the right to terminate the Agreement, in its entirety, immediately if: (i) Client fails to fully pay all undisputed invoices when due; or (ii) if Client commits any flagrant act of dishonesty or any act involving gross moral turpitude, which could materially adversely affect the LLS; or (iii) if Client engages in any conduct that would reasonably be expected to result in material economic injury or reputational harm to LLS.

9. Dispute Resolution

9.1. General. The Parties desire to avoid and to settle without litigation any controversy, claim, or disagreement all of which are referred to collectively as "**Disputes**" in these Terms. Accordingly, except with regards to LLS's efforts to collect any sums, amounts, compensation, fees, or payments due or owed to LLS, or our efforts to enforce these Terms and Conditions, the Parties agree to utilize the procedures described in this Subsection to resolve any Dispute.

9.2. Informal Resolution. A Party to these Terms that has a Dispute will notify the other Party of the nature of and basis for the Dispute (a "**Dispute Notice**"). Within thirty (30) days after such Dispute Notice is given, the Parties, each represented by a senior executive, will meet (either virtually or in person) and confer in good faith to attempt to resolve the Dispute described in the Dispute Notice informally.

9.3. Mandatory Meet and Confer Regarding Alternative Dispute Resolution; Arbitration. If the Parties are unable to resolve the Dispute or to agree upon a mechanism to resolve the Dispute within thirty (30) days after a Dispute Notice, then, the Parties shall meet and confer within fifteen (15) days to discuss in good faith referring the Dispute to non-binding mediation. In the event the Parties do not agree to mediate or otherwise resolve the matter, or if the Party responding to the Dispute Notice fails or refuses to attend any meet and confer required by this Section, then either Party may proceed to arbitration. Any Dispute that the Parties agree to refer to arbitration shall be resolved through arbitration administered by the American Health Lawyers Association Dispute Resolution Service and conducted pursuant to the AHLA Rules of Procedure for Arbitration. Judgment on the award may be entered and enforced in any court having jurisdiction. Unless the Parties mutually agree otherwise, all disputes submitted to arbitration will be decided by a single arbitrator who must be a retired judge or a licensed attorney with at least five years of experience in healthcare law and selected in accordance with the AHLA Rules of Procedure for Arbitration. In determining the limits of discovery, the arbitrator shall give due regard for eliminating undue burden and expense and the Parties' agreement to favor the expedited and lower cost nature of arbitration. Any arbitration hearing shall be held in Charlotte, North Carolina.

9.4. Confidentiality of Alternative Dispute Resolution. The Parties agree to maintain confidentiality about the proceedings arising out of any Dispute and disclose the existence of any arbitration, information about what has taken place or may take place in any arbitration, the award, or information about the outcome of any arbitration, only as needed to: (a) present claims and defenses in arbitration; (b) pursue or oppose legal remedies in court pertaining to an arbitration, including enforcement of an award; (c) submit claims to or meet the requirements of insurance carriers; (d) obtain the services of outside legal counsel; (e) comply in good faith with applicable laws, rules, regulations, court orders, or other legal requirements; or (f) comply with the award. In all other respects, the Parties agree to keep this arbitration strictly confidential. The Parties reserve the right to enter into, or request from the arbitrator, a more detailed confidentiality agreement or protective order.