Cellular Life Sciences, Inc., 105 South Street, Hopkinton, MA 01748
Phone: 508-625-1884; www.cellularlifesciences.com

TERMS AND CONDITIONS OF SALE AND SERVICE

1. ***Governing Terms and Scope***. These terms and conditions govern the purchase of instruments, systems, and software (collectively, the "Equipment"), consumable goods and reagents ("collectively, the "Consumable Goods" and together with the Equipment, the "Products") and premium warranty or support services ("Service Plans") purchased by you (the "Buyer") from Cellular Life Sciences, Inc. (the "Seller"). The accompanying quotation and/or pro forma invoice from Seller together with these terms and conditions comprise the entire agreement between the parties (the "Agreement"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Additional or different terms in any written communication from Buyer (such as a purchase order) are void. No provision of any purchase order or other business form employed by Buyer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

2. ***Support Services***. Service Plans may be available when purchased with a new Product, prior to expiration of the Product warranty, or to renew a previous Service Plan prior to expiration of the previous Service Plan. Otherwise, a billable on-site inspection will be required by Seller before acceptance of a Service Plan. Following the inspection, Buyer will be notified of any billable repairs or replacement parts necessary to bring the Equipment up to an acceptable service level. Unless covered by a warranty or Service Plan, all services shall be performed at, and in accordance with, Seller's then-current rates, terms and policies. Such rates, terms and policies are subject to change, unless a Seller provides a quotation for specific work and such work is scheduled within the quotation validity period. Copies of current applicable rates, terms and policies will be provided upon request.

3. ***Installation***. If Buyer orders installation services from Seller, Seller will perform such services pursuant to a mutually agreeable installation schedule. Buyer shall be responsible for building, electrical and other permits for Buyer's facility and shall have a site prepared in a fashion suitable for installation (including electrical and other installation requirements designated by Seller for particular Products). Installation shall include the performance of Seller's standard tests to ensure performance of the Products in accordance with Seller's applicable written specifications and documentation. Unless otherwise specifically agreed in writing, Seller shall not be responsible for connecting Products to non-Seller products.

4. ***Software.*** Notwithstanding any other provision herein to the contrary, Seller or applicable third-party owner shall retain all rights of ownership and title in its respective software, including all copyrights relating to such software and all copies of such software. If the Products purchased by Buyer include software, Seller grants to Buyer a perpetual, non-exclusive, royalty free license (or sub-license, as applicable) to use the software, in object code form, solely in connection with the operation of the Products for Buyer's internal use.

5. ***Resale and Distribution.*** The parties acknowledge that Products and Service Plans ordered or delivered pursuant to this Agreement are for final end use by Buyer and are not sold to Buyer for distribution and/or resale to third parties.

6. ***Pricing and Payment***. All orders shall be subject to acceptance at Seller's principal office in Hopkinton, MA. Prices applicable to this Agreement shall be based upon Seller's then-current list prices in U.S. funds less any negotiated discounts, or upon the current applicable Seller quotation. Payments shall be due in the amounts and on the dates set forth in Seller's applicable quotation. Seller may assess late payment charges on amounts not paid when due at the maximum rate allowed by law or 1-1/2% per month, whichever is less. All prices are exclusive of taxes (including without limitation any added value, use, sales, or similar tax) and any import duties or other charges imposed by the country of final destination upon shipments to any non-U.S. Buyer sites. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues or gross receipts.

7. ***Shipping and Risk of Loss***. Products shall be shipped F.O.B. Origin (Seller Facility). Title to all products and risk of loss shall pass to Buyer upon delivery of the Products to the carrier by Seller. Buyer shall be responsible for transportation and insurance charges to Buyer's location.

8. ***Changes, Termination and Suspension***: Buyer may terminate or suspend its order for any or all of the Products covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy covering such termination or suspension. Any changes affecting the ordered Products must be accepted by Seller and resulting adjustment to price, schedule, or both, shall be mutually agreed in writing. Seller may cancel any order or terminate any agreement without liability to Buyer if Buyer fails to meet the conditions specified herein.

9. ***Access and Safety*****.** Buyer must ensure that all Products or components returned to Seller are **free of any biological, chemical or radioactive contamination.** Buyer will be responsible for all injury, illness, loss or damage suffered by Seller or its personnel as a result of biological, chemical or radioactive contamination or exposure.

10. ***Limited Warranty.*** Seller warrants that Equipment purchased hereunder, under normal use, care and service, will be free from material defects in material and workmanship, and will operate in accordance with Seller's specifications for a period of one (1) year after the date of shipment. Seller warrants that Consumable Goods purchased hereunder, under normal use, care and service, will be free from defects in material and workmanship for a period of ninety (90) days after shipment. For the purpose of this limited warranty, "normal use, care and service" shall mean without limitation that the Products have been transported, stored, used and (where applicable) installed and maintained in accordance with the applicable documentation supplied or published by Seller or manufacturer. Seller warrants that ordered services shall be performed in a good or workmanlike manner. Replacement Equipment parts or components provided under a Service Plan are warranted for the longer of 90 days or the remaining term of the Service Plan. The foregoing warranties are non-transferable. Seller's obligation under these warranties will be limited to repair or replacement of any defective Products and, for the avoidance of doubt, Seller does not provide or replace Consumable Goods or replacement parts required due to wear and tear from normal use or mishandling. Seller shall have the sole authority to determine the type and means of repair or replacement in the event of a claim. Seller shall have the option of requiring the return of defective products, transportation prepaid, to determine the claim. Seller shall not be responsible for repairs made by others.

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TERMS AND CONDITIONS OF SALE AND SERVICE Continued

11. ***Warranty Limitations And Exclusions***. THE WARRANTY FOR THE SELLER'S PRODUCTS AND SERVICES REFERENCED ABOVE IS COMPLETE AND IS IN LIEU OF ALL OTHER CONDITIONS, REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES. SELLER MAKES NO OTHER WARRANTIES REGARDING THE QUALITY OF ITS PRODUCTS OR THE MATERIALS AND SERVICES IT PROVIDES TO BUYER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES OF DURABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT ANY LICENSED SOFTWARE PROGRAM WILL MEET ALL OF BUYER'S NEEDS OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE. FURTHERMORE, WITHOUT LIMITATING THE GENERALITY OF THE FOREGOING, SELLER DISCLAIMS AND SHALL HAVE NO LIABILITY FOR (i) ANY LOSS OF OR DAMAGE TO CELLS OR OTHER MATERIALS STORED, PROCESSED OR ANALYZED THROUGH USE OF ANY OF THE PRODUCTS, (ii) ANY LOSS OR DAMAGE ARISING FROM USE OF PRODUCTS WITH ANY EQUIPMENT, SOFTWARE, PARTS OR ACCESSORIES NOT SUPPLIED BY OR APPROVED IN WRITING BY SELLER; OR (iii) LOSS OR DAMAGE ARISING FROM MODIFICATIONS TO PRODUCTS, OR FROM REPAIRS TO PRODUCTS MADE BY ANY PERSON OTHER THAN PROPERLY TRAINED AND QUALIFIED EMPLOYEES, CONTRACTORS OR AGENTS OF SELLER.

12. ***Damages And Limitation Of Liability***. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, ATTORNEYS' FEES,, LOSS OF USE OF EQUIPMENT, DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM, CONNECTED WITH OR RELATING TO SELER'S ACTS OR OMISSIONS, WHETHER UNDER NEGLIGENCE, STRICT LIABILITY, ENTERPRISE LIABILITY OR OTHER PRODUCT LIABILITY THEORIES. SELLER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO SELLER PURSUANT TO THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE DAMAGE OR LOSS. ANY ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR SERVICES FURNISHED BY SELLER MUST BE BROUGHT BY BUYER WITHIN TWO (2) YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES, OR THE APPLICABLE STATUTORY PERIOD, WHICHEVER IS SHORTER.

13. ***Exporting***. Buyer shall comply with all import/export regulations pertaining to the Products. Without limiting the generality of the foregoing, Buyer expressly warrants that it will not directly or indirectly export, re-export, or transfer of the Products in violation of any export or like laws, rules or regulations.

14. ***Force Majeure***. Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, pandemic, epidemic, supply chain disruption, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

15. ***Assignment.*** Buyer may not assign its rights or obligations under this Agreement, including warranties or services plans, without the prior written consent of Seller.

16. ***Modification.*** Any modification of this Agreement must be set forth in a written document signed by a duly authorized representative of Seller.

17. ***Binding Effect***. Subject to Section 15 above, this Agreement shall be binding on and insure to the benefit of Buyer and Seller and their respective heirs, successors, or assigns.

18. ***Governing Law***. The transaction reflected by Agreement shall be governed by and interpreted and construed in accordance with the laws of the state of Massachusetts. The parties irrevocably consent to personal jurisdiction in any State or Federal Court located in or serving Middlesex County, Massachusetts.