FOUNDATION MEDICINE, INC.
PURCHASE ORDER TERMS AND CONDITIONS

1. AGREEMENT

1.1. Parties. The terms and conditions set forth herein, together with those appearing in the Purchase Order and any attachments thereto (collectively, the "Purchase Order" or "PO"), constitute an agreement between Foundation Medicine, Inc. ("Buyer"), and the supplier identified in the PO ("Supplier") for Buyer's purchase from Supplier of the goods ("Goods") and/or services ("Services") set forth in the PO.

1.2. Precedence. In the event there is a conflict between the PO and the terms of any written master agreement between the parties specifically covering the Goods or Services hereunder, the terms and conditions of such master agreement shall prevail to the extent of such conflict. Notwithstanding the above, the PO shall prevail over any differing or additional terms and conditions proposed by Supplier, including, without limitation, those contained in any invoice, acknowledgment, order confirmation, release, acceptance or other written correspondence, even if Supplier purports to condition its acceptance of the PO on Buyer 's agreement to such different or additional terms.

1.3. Acceptance/Cancellation. By acknowledging receipt of the PO (or by shipping the Goods or commencing performance of the Services), Supplier hereby accepts and agrees to the terms and conditions of the PO. The PO may be revoked by Buyer at any time prior to acceptance of the Goods or Services.

2. PRICES AND PAYMENT

2.1. Price. Supplier shall sell the Goods and/or Services to Buyer at the prices specified on the face of the PO. Any forecasts provided by Buyer are provided as an accommodation only and shall not constitute a binding commitment made by Buyer. The PO shall not be filled at a price higher than that shown on the face hereof. Any price adjustment clause contained in Supplier's acceptance or acknowledgment of the PO shall not be binding upon Buyer unless specifically agreed to in writing by Buyer's authorized representative. No charges will be allowed for taxes, finance charges, transportation, boxing, crating, bundling, dunnage, drayage, storage, packing or returnable containers unless stated on Buyer's PO. All sales, use, excise or similar taxes to be paid by Buyer must be itemized separately on the face of the PO and on invoices submitted hereunder. All Supplier travel and other expenses shall be subject FMI's Travel & Expense Policy – for Service Providers located at: https://foundationmedicine.com/asset/travel-and-expense-policy.

2.2. Taxes. The price for the Goods and/or Services is exclusive of sales or other applicable tax, which amounts shall be payable by Buyer in addition to the supply price.

2.3. Payment. Supplier shall send a separate invoice for each PO when Goods are shipped or Services are completed. The time periods applicable to payments to be made by Buyer (including prompt payment discount periods applicable to the PO) shall commence as of the later to occur of Buyer's receipt of the Goods/Services or Buyer's receipt of an accurate invoice conforming to these terms. All invoices shall reference the applicable PO number and comply with the terms and conditions set forth in the PO and shall be paid by Buyer within sixty (60) days of receipt of Supplier's valid and approved invoice. All invoices must be provided to Buyer according to the payment process or instructions specified by Buyer within five (5) business days of the end of the applicable billing month. Buyer may withhold payment of any disputed portion of the invoice, pending resolution of the dispute. All payments shall be made in USD. Buyer may, at any time, set-off any amounts Supplier owes Buyer against any amounts Buyer owes to Supplier.

2.4. Payment is Not Acceptance. Payment by Buyer shall neither constitute acceptance of the Goods or Services, nor impair Buyer's right to inspect such Goods or Services or invoke any available remedies.

3. SHIPMENT AND DELIVERY

3.1. Shipment Terms. Shipping shall be FOB Destination prepaid and added, without markup. The risk of loss of and damage to Goods ordered hereunder shall remain with Supplier until such time as the Goods have been fully delivered and accepted by Buyer at the Delivered At Place (DAP) point specified on the PO (if no DAP point is specified, at the delivery location specified on the face hereof) and any related Services have been completed. Title to the Goods shall pass to Buyer upon the earlier of payment by Buyer for the Goods or when the Goods are delivered to the DAP point. Individual POs shall not be split into several shipments, unless requested by Buyer.

3.2. Packaging. Supplier shall handle, pack and package the Goods in a manner that will provide for efficient handling and preclude the possibility of loss or damage to the Goods, in conformance with good commercial practice, Buyer specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. In addition, shipments tendered to common carriers for delivery must conform to the packaging requirements of the applicable rail or motor carrier freight classification. Supplier shall be responsible for any loss or damage due to its failure to handle, pack and package the Goods in a proper and lawful manner.

3.3. Timely Delivery. Time is of the essence. Supplier shall deliver the Goods and/or Services strictly in accordance with the dates and requirements set forth or referenced on the face of the PO and other terms and conditions set forth herein or attached hereto. If Supplier fails to deliver on time, unless waived by Buyer in writing, Buyer may cancel the PO and purchase replacement goods and/or services elsewhere and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in the PO. As a condition to Buyer accepting late delivery, Supplier may be required to expedite shipment, in which case Supplier shall incur the extra cost of expedited shipment. Delivery of Goods must include a packing slip, certificate of conformance or analysis, commercial invoice (if applicable) referencing the PO number and any other requested documentation. If only a portion of Goods is available for shipment to meet the delivery date, Supplier shall ship the available Goods unless directed by Buyer to reschedule shipment. If only a portion of the Services can be performed on the delivery date, Supplier shall perform such Services unless directed by Buyer to reschedule performance. Partial deliveries shall be deemed late shipments and be considered complete only when all Goods and Services have been delivered.

4. CHANGES

4.1. Changes to PO. Any addition, deletion, or other modification to the PO, to be effective, requires the mutual consent of Supplier and Buyer. Buyer will issue a revised PO for acceptance by Supplier. No payment will be made for any Goods or Services not covered by, or in quantities greater than, specified in the PO, unless authorized in writing by Buyer.

4.2. Changes to the Goods or Services. All Goods ordered to Buyer's specifications must comply with such specifications current as of the date of the PO unless otherwise specified by Buyer in writing. Substitutions shall not be accepted without Buyer's prior written consent. Supplier shall not, without the prior written consent of Buyer, make any process or design changes affecting the Goods or Services. Buyer may make changes in the specifications, drawings, delivery dates, quantity or shipping instructions applicable to any Goods and/or Services by written notice to Supplier. Any difference in the price applicable to, or the time required for performance of, the PO directly resulting from changes specified in such notice shall be equitably adjusted and the PO shall be modified in writing accordingly, provided, however, that no increase in price or delay in delivery time shall be made unless Buyer receives from Supplier a claim in writing for such increase or delay within a reasonable time prior to the scheduled delivery date. Supplier shall proceed without delay in the performance of the PO as changed during the period of negotiation of such equitable adjustment.

5. QUALITY AND WARRANTY

5.1. Quality Control. Supplier shall maintain an objective quality program for all Goods and Services in accordance with any general specification set forth in the PO or otherwise supplied by Buyer. Supplier shall furnish to Buyer, upon request, a copy of Supplier's quality program and supporting test documentation.

5.2. Equipment. The following provisions apply if the Goods purchased are or constitute equipment. In the event that the Goods furnished by Supplier hereunder is discovered by Buyer to be defective as to design, workmanship or materials, or fails installation qualification (IQ), operational qualification (OQ) or performance qualification (PQ), or is otherwise not in compliance with the terms of the PO, in addition to any warranties provided hereunder (but no later than twelve (12) months from date such Goods are placed in service for commercial use), Supplier shall promptly correct any such defects at Supplier's sole cost and expense, without delay, and by a specific date consistent with Buyer's project schedule for the project in which the Goods are furnished. If Supplier shall fail to use all due diligence to commence to correct such defects in sufficient time to complete such corrections by the specific date, or if Supplier indicates its inability or unwillingness to comply, then Buyer may cause such defects to be corrected by others and back charge Supplier for the cost of such corrections, at the cost of labor, material, and equipment and tool rentals at prevailing rates, plus fifteen percent (15%) of the foregoing to cover Buyer's indirect costs, overhead, supervision and administration. The Goods furnished under the PO, including, without limitation, all warranty work, shall be expedited by Buyer at its election for the purpose of expediting critical path completion of the Goods to facilitate the expeditious and timely delivery of the Goods, including, without limitation, engineering, drawings, data, manuals, spares list, material acquisition, manufacture/fabrication, machining, assembly, testing, cleaning/painting, factory acceptance testing, and other material elements of the project. Supplier shall furnish scheduling for the foregoing material elements to Buyer's expediter promptly following receipt of the PO. Buyer and its representatives shall be afforded free access during working hours to Supplier's (and Supplier's sub-supplier's, and subcontractor's and Supplier's) plants for the purpose of such expediting. Supplier shall, as may be required by Buyer from time to time, supply schedules, progress reports and unpriced copies of Supplier's purchase orders and subcontracts for Buyer's use in expediting. Supplier shall notify Buyer in writing of any actual or anticipated delays immediately upon the discovery of such delay. Such notice shall describe the delay and include an estimated period of delay, cause, and corrective actions being taken by Supplier. Slippage in Supplier's schedule may be deemed to be reasonable grounds for insecurity in which event Buyer may demand in writing that Supplier provide adequate assurances of performance by Supplier. Supplier shall furnish to Buyer a progress report every two (2) weeks in sufficient detail to allow a realistic evaluation of

scheduled events toward completion of the PO. Buyer may direct Supplier to accelerate its work in order to recover and maintain Buyer's schedule. All costs incurred by Supplier to accelerate its work shall be at Supplier's cost.

5.3. General Warranties. Supplier warrants that (a) Goods are new, do not contain reconditioned parts and shall be delivered and remain in compliance with all specifications, patterns, designs criteria, descriptions, drawings, samples and other requirements described or referenced in the PO or provided by Supplier; (b) Goods will be manufactured, handled, labeled, stored and shipped in accordance with all applicable laws, regulations and industry standards including the Fair Labor Standards Act (if applicable) or such comparable foreign law; (c) Goods are of merchantable quality, are free from defects in design, materials, workmanship and fabrication and fit for their intended purpose; (d) all Goods and Services shall be delivered free of all liens, encumbrances and other claims against title; (e) all Goods and results of the Services do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by Buyer; and (f) all Services shall be performed in a good and workmanlike manner in accordance with the standards of skill, care, diligence and timeliness exercised generally by highly skilled firms in the United States rendering similar services, and warrants to Buyer that the Services shall be performed and completed in accordance with such standards. Supplier warrants that it has the requisite expertise and all rights, licenses, permits and consents necessary to perform the Services hereunder and that Supplier and Supplier's employees and/or subcontractors are fully qualified and equipped to perform Services. These warranties and remedies are in addition to any warranties provided by any manufacturer of the Goods. Supplier's warranties shall be in effect for the longer of either (i) Supplier's normal warranty period or (ii) one (1) year following the date of acceptance of the Goods or Services by Buyer. Supplier warrants that, in furtherance of Buyer's options in Section 6 below, any repaired or replaced Goods and/or reperformed Services, shall conform to their specifications, the foregoing warranties, or the other requirements of the PO, for an additional twelve (12) months following such repair, replacement or reperformance.

5.4. Non-Infringement Warranty. Supplier warrants that all Goods and Services do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party.

6. INSPECTION AND REJECTION OF NONCOMPLYING GOODS AND/OR SERVICES

6.1 Buyer's Options. Buyer has the right to inspect the Goods and/or Services on or after the date delivered and/or performed and if any of the Goods and/or Services fail to conform to their specifications, the foregoing warranties or the PO requirements, Buyer may reject all or any part of such Goods and/or Services. In addition to the remedies specified in Section 10, if Buyer rejects any Goods or Services as provided herein, at Buyer's option, Buyer may cancel the PO for such rejected Goods or Services, obtain a refund from Supplier, or require Supplier to repair or replace such Goods or re-perform such Services without charge and in a timely manner. Any Goods so rejected will be returned to Supplier at Supplier's sole risk and expense. Supplier shall be liable for and shall reimburse Buyer for any cost, loss or liability incurred by Buyer as a result of such rejection. Buyer has the right to inspect repaired/replacement Goods and/or audit re-performed Services as set out in this section. If the Goods and/or Services are subject to inspection or acceptance by Buyer's customer, under agreements between Buyer and its customer or otherwise, acceptance by Buyer shall be contingent upon such inspection or acceptance by Buyer's customer. Buyer's payment to Supplier for Goods and/or Services prior to Buyer's timely rejection of such Goods and/or Services as non-conforming will not be deemed as acceptance by Buyer. Acceptance of Goods and/or Services does not waive any warranty rights provided in the PO for the Goods and/or Services.

7. INTELLECTUAL PROPERTY; LICENSE

7.1. License. Supplier hereby grants to Buyer a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, transferable license to use (with right to sublicense) such of Supplier's intellectual property ("IP"), if any, as is required to give Buyer full enjoyment and commercial exploitation of any Goods that incorporate such Supplier IP and the results of the Services, in connection with the right to develop, make, have made, import, export, use, sell, or offer for sale Buyer's products and services and as reasonably contemplated by the PO.

7.2. Ownership. Except as otherwise set forth herein, as between the parties, each of Buyer and Supplier will retain the sole and exclusive rights in all of its IP.

8. INDEMNIFICATION AND CONFIDENTIAL INFORMATION

8.1 Indemnification. Supplier agrees to defend, indemnify and hold harmless Buyer and Buyer's directors, officers, employees, agents and its affiliates, subsidiaries, assigns, subcontractors and customers from and against all losses, demands, penalties, fees, damages, liabilities, costs, expenses (including attorneys' fees), obligations, resulting from third party claims, actions and suits of any kind or nature ("Claims") arising from, in connection with or related in any way to (a) any breach of any of this agreement made by Supplier; or (b) any act or omission of Supplier in the performance of the PO, except, in each case, to the extent caused by Buyer's gross negligence or willful misconduct.

8.2 Infringing Goods and Services. Without limiting the above remedy, if Buyer's use of any Goods or receipt of any Services is enjoined because of any actual or claimed infringement of patent, trademark, copyright, trade secret or other intellectual property right of a third party (collectively, "Infringing Product"), Supplier shall at its expense use its reasonable best efforts to procure the right for Buyer to continue using or receiving the Infringing Product. If Supplier is unable to do so, Supplier shall, at its expense and Buyer's option (a) replace the Infringing Product with non-infringing goods or services (as applicable) without loss of functionality; (b) modify the Infringing Product to be non- infringing; or (c) refund in full all costs paid by Buyer for the Infringing Product and reimburse Buyer upon demand for all additional costs incurred by Buyer in purchasing any replacement goods or services.

8.3 Confidential Information; No Publicity. Supplier agrees that all drawings, reports, design data, and technical and all other information resulting from the PO shall be reported to Buyer and become Buyer's sole property. Supplier agrees that all information provided by Buyer to Supplier, all information observed by Supplier at Buyer's facilities, and all information becoming known to Supplier concerning Buyer's goods or services or general business operations, scientific and medical data, genetic information, gene sequence information, inventions, discoveries, improvements or methods, business plans, ventures or practices, enterprises, manufacturing or other plant design, location of operation, or any other information affecting the business operations of Buyer and any other information obtained through access to any Buyer information assets systems, including but not limited to, instruments, equipment, computers, networks and voicemail, all information of third parties that Buyer has an obligation to keep confidential, and any other information that is of such a nature that a reasonable person would believe it to be confidential is Buyer Confidential Information. Supplier shall maintain in confidence Buyer Confidential Information and shall not publish, disseminate, reveal in any manner or to any party, or use without first obtaining Buyer's written consent thereto, except as necessary to supply Goods or in the performance of Services under the PO or as otherwise instructed by Buyer. Supplier shall be fully responsible for all Buyer's Confidential Information in Supplier's possession and Supplier shall promptly upon completion of the PO, or on demand by Buyer, return all documents including all copies thereof containing Buyer's Confidential Information to Buyer. Except to the extent required by law, Supplier shall make no reference, advertisement, or promotion regarding Buyer or Buyer's purchase or use of the Goods or Services covered by the PO without the prior written consent of Buyer.

8.4 Limited Access. Supplier's access to Buyer's information assets systems is limited to those specific systems, time periods and personnel authorized by Buyer, and is subject to Buyer's privacy and information security policies. Any other access is expressly prohibited. Supplier warrants that it shall comply with these obligations and that access granted hereunder shall not impair the integrity and availability of Buyer's information assets systems. Buyer may audit Supplier to verify compliance. Supplier warrants that each employee, agent or subcontractor who performs work pursuant to the PO has been informed of the obligations contained herein and has agreed to be bound by them.

9. LEGAL COMPLIANCE

9.1. Compliance with Applicable Laws; Additional Documents, As Required. In performing its obligations under the PO, Supplier shall comply with all applicable federal, state, local laws and foreign laws, rules, statutes, regulations, codes and ordinances, orders, policies, judgments, mandates or requirements of any other applicable governmental or regulatory authority, including without limitation, tax, environmental, privacy, data security, import, export, applicable Food and Drug Administration (FDA) and International Conference on Harmonization (ICH) regulations federal and state workers' compensation laws, the Fair Labor Standards Act of 1938, as amended ("FLSA"), 29 CFR Part 471, Appendix A to Subpart A # Text of Employee Notice Clause, and all rules and regulations promulgated thereunder. Without limiting the foregoing, by accepting the PO, Supplier certifies that the Services will be or were performed and/or the Goods will be or were produced in compliance with the FLSA. The FDA and ICH laws and regulations provide, inter alia, that (i) Suppliers that provide Buyer with products, supplies, equipment or services that may be used in the production or testing of medicines or pharmaceuticals or may affect, process, interpret or otherwise affect medical or pharmaceutical data, directly or indirectly, must meet certain regulatory minimum validation requirements, and (ii) that Buyer must perform quality assurance audits on any Suppliers that may provide such supplies, equipment or services. Supplier agrees to cooperate with Buyer in satisfying these requirements, as applicable, including allowing Buyer, the FDA and the ICH to perform any necessary audits of Supplier's records and/or facilities and providing Buyer, the FDA and the ICH with any necessary information and materials. Prior to the performance of any Services (or anytime thereafter as required), Supplier agrees to execute and deliver any and all additional documents, instruments, amendments or agreements that may be reasonably requested by Buyer or required by applicable law to perform the scope of Services contemplated herein, including but not limited to, business associate agreements required by HIPAA and/or HITECH, the European Union Privacy Directive (Directive 95/46/EC), and as of 25 May 2018, data processing agreements required by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"), and amendments to address any government requirements, in each case, to the extent applicable in connection with the performance of Services. In the event of a direct conflict between any such amendment and/or documentation and any part of this PO, such amendment and/or

documentation will prevail to the extent necessary to ensure the parties' compliance with applicable law.

9.2. Absence of Debarment by FDA; Foreign Corrupt Practices Act; Export Compliance. Supplier represents and warrants that none of Supplier, its officers, personnel or any other person used by Supplier to provide Goods and/or perform Services has been: (i) debarred, convicted of a crime that could lead to debarment, suspended, proposed for debarment, under investigation by the Food and Drug Administration (FDA) for a debarment action, or is subject to a pending debarment or conviction, by any executive agency or pursuant to section 306 of the United States Food, Drug, and Cosmetic Act, 21 U.S.C. §335a(a) or (b), as amended, or comparable applicable laws; (ii) excluded, suspended or is listed by any government or regulatory agencies as ineligible to participate in any federal or state healthcare program or government procurement or other programs (as that term is defined in 42 U.S.C. 1320a-7b(f)), including (but not limited to) persons identified on the General Services Administration's List of Parties Excluded from Federal Programs or the HHS/OIG List of Excluded Individuals/Entities, or is excluded, debarred, suspended, or otherwise made ineligible to participate in any such program; (iii) convicted of a criminal offense related to the provision of healthcare items or services, or is subject to any such pending action; or (iv) listed on any of the FDA Clinical Investigator enforcement lists, including but not limited to, the (1) Disqualified/Totally Restricted List, (2) Restricted List and (3) Adequate Assurances List. Supplier covenants and certifies to Buyer that Supplier and its employees, subcontractors and suppliers shall at all times comply with the U.S. Foreign Corrupt Practices Act with respect to the PO and any other applicable anti-bribery and anti-corruption laws. Supplier agrees to provide, at Buyer's request, any and all documentation required to substantiate such compliance. Supplier confirms that Supplier is not debarred, suspended, or proposed for debarment by the federal government with respect to U.S. export laws and regulations and is not included in any of the Bureau of Industry and Security's Lists of Parties of Concern. In addition, Supplier represents and warrants that Supplier, its officers, personnel or any other person used by Supplier to provide Goods and/or perform Services has not engaged in any conduct or activity which could lead to any of the above-mentioned disqualification or debarment actions. Supplier agrees to inform Buyer immediately in writing (to the attention of Buyer's Compliance Department) if Supplier or any person or entity providing the Goods and/or performing Services becomes the subject, or is likely to become the subject, of any proceeding or action described in this Section 9.2. Supplier acknowledges that any investigation by the FDA or the U:S. Departments of Justice, State or Commerce for a debarment action or disqualification and/or final debarment or other enforcement action or imposition of sanctions shall be grounds for immediate termination of this PO (including, if applicable any or all SOWs hereunder) by Buyer for cause.

9.3. U.S. Government Contract. To the extent that this agreement constitutes a subcontract under any agreement Buyer has with the U.S. Government, this agreement is subject to additional terms and conditions located at https://www.foundationmedicine.com/asset/va-addendum that are incorporated herein by this reference. Federal Acquisition Regulation ("FAR") clauses incorporated into this agreement are available at https://www.acquisition.gov/ and supplemental agency-specific clauses incorporated into this agreement are identified in Title 48 of the U.S. Code of Federal Regulations and are available at http://www.ecfr.gov.

9.4. Environmental and Safety Compliance. All Goods provided by Supplier shall be consistent with, and can be used in compliance with, the Occupational Safety and Health Act of 1970 (OSHA) as amended (29 USC § 651, et seq.), and all Services to be performed on Buyer's premises will be consistent with OSHA provisions. Supplier will provide Buyer the latest safety data sheet (SDS) for any chemical substance determined to be hazardous. Supplier agrees that Goods that are not properly classified, described, packaged, marked, labeled, or in the proper condition for transportation at the time of delivery to Buyer, according to the applicable regulations of the Department of Transportation, OSHA, or any other governmental authority, shall be treated as non-conforming and defective.

9.5. Work on Buyer's Premises. Supplier agrees that, while its personnel or agents are on Buyer's premises, such personnel or agents shall conform to all Buyer's work rules, guidelines, safety regulations, standard operating procedures and practices governing behavior of its own employees provided in writing. Supplier agrees to require such personnel and agents to take any required training and to work in a manner which complies with all applicable laws.

9.6. Third Party Risk Management. Supplier shall maintain an appropriate risk management and mitigation program for its critical suppliers. Supplier will share relevant risk metrics with Buyer. In selected cases, upon request by Buyer, Supplier will provide evidence to Buyer by sharing (anonymized) risk assessments and audit reports.

9.7. FMI Supplier Code of Conduct. Supplier will provide goods and/or services under this PO in compliance with the FMI Supplier Code of Conduct located at: https://foundationmedicine.com/asset/supplier-code-of-conduct. Supplier will require its suppliers and subcontractors to comply with the FMI Supplier Code of Conduct. In case of material non-compliance with this provision, Buyer reserves the right to terminate the PO.

9.8 DOJ Bulk Sensitive Data. Supplier represents and warrants that it is not a "covered person" or "country of concern" as those terms are defined under 28 CFR Part 202 ("DOJ Bulk Sensitive Data Rules"), and it does not reasonably foresee any change of ownership or other circumstances in which it would become a "covered person" or "country of concern" for the duration of the term of this agreement.

9.8.1 Without limitation to Supplier's other obligations under this agreement, including any applicable data processing agreement, to the extent that Supplier receives, derives, or otherwise processes sensitive personal data relating to U.S. persons under this agreement, Supplier agrees to the following additional provisions:

9.8.1.1 Supplier shall not: (1) transfer such sensitive personal data to, or otherwise enable access to such sensitive personal data by, (a) a covered person or country of concern or (b) absent equivalent protections to this Section 9.8.2.1., any subcontractor, affiliate, or other third party; or (2) engage in any activity or conduct that would result in a violation of the DOJ Bulk Sensitive Data Rules by Buyer or Supplier. Supplier will promptly report to Buyer any known or suspected violations of this Section 9.8.2.1.

9.8.1.2 Supplier shall only process such sensitive personal data as strictly necessary to perform the services on behalf of Buyer.

9.8.1.3 Supplier shall implement and maintain physical, technical, and organizational measures to protect such sensitive personal data and shall not circumvent, or attempt to circumvent, any encryption, masking, de-identification or privacy-enhancing strategies or security controls deployed by Buyer.

9.8.1.4 Solely for purposes of this Section 9.8.2, the terms "access," "country of concern," "covered person," "sensitive personal data," and "U.S. person" shall have the meanings ascribed to them in 28 CFR Part 202.

9.9 GenAI Tools. Supplier represents and warrants that, unless otherwise expressly permitted under this agreement or an applicable statement of work, (i) Supplier is not using any GenAI Tools (defined below) in the provision of any Goods or Services (including any deliverables) to Buyer; and (ii) Supplier agrees not to use any GenAI Tools in connection with the provision of any Goods or Services (including any deliverables) to Buyer without the prior written approval of Buyer's duly authorized representative. As used herein "GenAI Tools" means any and all generative artificial intelligence technology or similar tools, whether owned by Supplier or a third party, capable of automatically producing various types of output (e.g., source code, text, images, audio, synthetic data and other content) based on user-derived prompts and/or data inputs, including any artificial intelligence technology or similar tools capable of being trained using any Buyer-derived prompts and/or inputs.

10. TERMINATION

10.1. Termination by Buyer. Buyer may terminate the PO at any time with or without cause by providing written or other notice of termination. If Buyer terminates without cause, Supplier will thereupon immediately stop work on the PO or the terminated portion thereof and Buyer's liability shall be limited to paying Supplier, to the extent unpaid, the price for all Goods and Services which have been performed and delivered to Buyer in accordance with the PO.

10.2. Breach by Supplier. If Supplier breaches any material provision of the PO, Buyer may, at Buyer's option, without incurring any liability or prejudicing its other rights: (a) extend the time for performance; (b) cancel all or any portion of the PO, and/or (c) return all or any part of the Goods or terminate all or any part of the Services. For Goods which are delivered late, Buyer may opt to receive a refund of any payments with respect to Goods cancelled by Buyer. Supplier shall not, however, be liable for any additional cost, loss, damage or liability of Buyer resulting from any delay in delivery or performance hereunder to the extent delivery or performance is made impossible by reason of unforeseeable causes beyond the reasonable control of Supplier which are not attributable in whole or in part to any act or failure to act by Supplier, provided Supplier uses its best efforts to deliver or perform in a timely manner; provided, however, that the foregoing shall not preclude Buyer's right to cancel the PO by reason of such delay in delivery or performance of the PO.

10.3. Effects of Termination. In the event Buyer terminates the PO in whole or in part due to Supplier's breach as provided above, Buyer may procure, upon such terms and in such manner as Buyer deems appropriate, replacement goods or services, and Supplier shall reimburse Buyer upon demand for all additional costs incurred by Buyer in purchasing
such replacement goods or services.

10.4. Rights and Remedies. The rights and remedies granted to Buyer pursuant to the PO shall be cumulative and in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

11. LIMITATION OF LIABILITY

11.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUYER'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM, OR IN CONNECTION WTH THE PO, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT BUYER PAID TO SUPPLIER IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE OCCURANCE OF THE CAUSE OF ACTION.

11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIABILITY FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCT OR

BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THE PO EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCLUDING CLAIMS FOR FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR ARISING FROM A BREACH OF CO NFIDENTIALITY OBLIGATIONS.

11.3. THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PO LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

12. MISCELLANEOUS

12.1. Records. Where the Supplier will be creating or managing Buyer records, Supplier shall: (a) keep all such written or electronic record s for the duration of the PO and at the conclusion of work, return records to Buyer, unless otherwise directed by Buyer and (b) when the retention time specified expires, or an y longer period specified by written notice to Supplier, Supplier shall discard in a confidential manner (e.g., destroy removable media, shredding, incineration) copies, drafts, and routine communications as soon as no longer needed by Supplier, unless otherwise directed by Buyer.

12.2. Audit. Supplier shall preserve and make available its accounts and records pertaining to the Goods and Services for audit and verification by Buyer.

12.3. No Assignment; No Subcontracting. Supplier shall not assign its rights or obligations without Buyer's prior written consent. Any attempted delegation or assignment shall be void. Supplier may not subcontract any of its rights or obligations under the PO without Buyer's prior written consent.

12.4. Waiver. The waiver of any term or condition of the PO must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.

12.5. Governing Law. The PO will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of goods and the Uniform Computer Information Transactions Act do not apply to the PO. The parties expressly waive any right to a jury trial regarding disputes and claims related to the PO.

12.6. Independent Contractors. The PO shall not be interpreted to create an agency or consignment relationship and neither party is a partner, employee, agent or joint venture partner of, or with, the other.

12.7. Non-Restrictive Relationship. Nothing in the PO shall be construed to preclude Buyer from purchasing the same or similar goods or services from other third parties as the Goods or Services provided under the PO.

12.8. Severability; Survival; Amendment and Modification. If any portion of the PO is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of the PO shall be valid and enforceable to the fullest extent permitted. Provisions of the PO which by their nature should apply beyond their terms will remain in force after any termination or expiration of the PO. The terms of the PO may only be amended or modified in a writing stating specifically th at it amends the P O and signed by an authorized representative of each party.

12.9. Insurance. Supplier will secure and at all times maintain, at its own cost and expense, insurance satisfactory to Buyer and adequate to assure its obligations under the PO including coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Buyer in the event of such injury or damage and will be in compliance with any and all laws, regulations or orders. Supplier further will maintain such additional types and limits of insurance adequate to assure its obligations under the PO and as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place. If requested, Supplier shall furnish Buyer with a certificate evidencing the Supplier's insurance. In the event a Supplier utilizes sub-contractors then the aforementioned insurance language shall be extended as well.

12.10. Vendor Privacy Notice. Supplier hereby certifies that Supplier has read the Foundation Medicine Vendor Privacy Notice at https://foundationmedicine.com/asset/vendor-privacy-notice (the "Privacy Notice") which describes the types of personal data that Buyer and its subsidiaries (each individually and collectively, "Buyer") collect when you or the company you work or act for do business with Buyer, how Buyer uses such personal data and your statutory rights in that regards. Supplier hereby agrees to provide the Privacy Notice to all Supplier personnel whose personal data Supplier shares with or otherwise makes available to Buyer.

Please visit https://www.foundationmedicine.com/resource/supplier-information for Supplier information, resources, and other important documents.