

DISCLAIMER: This version of the Service Agreement does not constitute or form any agreement between the Customer and PerkinElmer for services, but is provided for informational purposes only. Customers receive services from PerkinElmer only after executing a Service Agreement. Please contact your sales representative for more information on how to enroll and receive such services.

Service Agreement

This Service Agreement is between PerkinElmer Genetics, Inc. d/b/a PerkinElmer Genomics (“PerkinElmer”) and Customer.

This Service Agreement covers the collection of required forms, sample, performance of DNA testing, and reporting results of that test.

DNA Testing from PerkinElmer Genomics

The DNA tests are healthcare provider-ordered DNA sequencing test offered by PerkinElmer Genetics, Inc. (“PerkinElmer”). By submitting payment, Customer agrees to and accepts the terms and conditions of this Service Agreement (the “Agreement”) covering the performance of DNA testing by PerkinElmer.

Medical Disclaimer

Any medical information on www.PerkinElmer.com, www.viacord.com or www.perkinelmer.com/genetics is intended solely to be a guide to general education on DNA testing. It is Customer’s responsibility to discuss the information provided on these sites and how it applies to Customer with Customer’s healthcare provider before taking any action. Customer and Customer’s healthcare provider must decide whether DNA testing is appropriate for Customer or Customer’s family members.

This Agreement

The terms and conditions in this Service Agreement define PerkinElmer’s rights and obligations as the provider of DNA testing, and Customer’s rights and obligations as a DNA testing customer. These terms and conditions constitute the entire agreement between PerkinElmer and Customer under the DNA testing program.

By entering and submitting payment information, Customer acknowledges that Customer has read and accepts these terms and conditions. After Customer has placed an order, Customer will receive an e-mail confirming receipt of Customer’s order. Customer will receive a series of e-mail communications with shipment information for Customer’s Package (defined below).

PerkinElmer's Responsibilities

1) Package

Two to three business days after Customer submits payment and agrees to this Agreement, PerkinElmer will ship a DNA Test Package (the "Package") via USPS FIRST-CLASS MAIL. The Package will depend on what the Customer elected for testing.

If Customer's Sample will be a Saliva Sample, the Package will contain:

- A Saliva Sample Collection Device for each person being tested;
- Saliva Sample Collection Instructions;
- A Test Requisition Form;
- An Informed Consent to Testing; and
- A prepaid white plastic envelope for returning signed documents (see Customer's responsibilities, below) to PerkinElmer (the "Return Envelope").

If Customer's Sample will be a dried blood spot card associated with a Customer account with ViaCord, LLC ("Customer's DBS Card"), the Package will contain:

- An Authorization to Release Form (the "Release Form") permitting release of Customer's DBS Card for testing by PerkinElmer;
- A Test Requisition Form;
- An Informed Consent to Testing; and
- A prepaid white plastic envelope for returning signed documents (see Customer's Responsibilities, below) to PerkinElmer (the "Return Envelope").

2) Testing

After receiving Customer's Return Envelope with all the required, completed, signed forms and Customer's Sample(s) (see Customer's Responsibilities, below), PerkinElmer will accession such Sample(s) or, if Customer's Sample is Customer's DBS Card, PerkinElmer will coordinate with ViaCord, LLC, for transfer of Customer's DBS Card to PerkinElmer for accessioning. If there is a problem with Customer's Sample(s), including inadequacy or insufficiency of Customer's Sample(s) for DNA testing, or with the associated documentation, the PerkinElmer Customer Care team will contact Customer.

3) Results

PerkinElmer will return test results to the ordering healthcare provider(s) indicated in Customer's Test Requisition Form. Please see the section on "Test Results" below for additional information on test results.

Customer/Legal Guardian's Responsibilities

1) Payment

Customer shall pay PerkinElmer the specified price per sample to be tested, either in a single payment upon submission of payment information, or in equal periodic installments according to the payment plan Customer selected. Additional fees are discussed below.

2) Required Form Completion and Collection

After receiving the Package, Customer/Legal Guardian needs to:

- Carefully review the Informed Consent to Testing;
- Have the ordering healthcare provider complete Side A of the Test Requisition Form;
- Complete Side B of the Test Requisition and have any other adults to be tested complete Side B of the Test Requisition Form; and
- Either:
 - Use the Saliva Sample Collection Device(s) and follow the instructions provided to collect a separate Saliva Sample for each person to be tested; or
 - Carefully review and sign the Authorization to Release Form for permitting release of Customer's Dried Blood Spot Card for testing by PerkinElmer

3) Return to PerkinElmer

After completing the other requirements above, Customer/Legal Guardian needs to use the Return Envelope to return the following to PerkinElmer:

- The Test Requisition Form with Side A completed and signed by Customer's ordering healthcare provider and Side B completed and signed by Customer/Legal Guardian; and
- Either:
 - A Saliva Sample for each person to be tested; or
 - The signed Authorization to Release Form.

Re-Interrogation

If PerkinElmer has not deleted Customer's genomic sequencing data, Customer may request re-interrogation of Customer's genomic sequencing data (a "Re-interrogation") for a fee. The current fee for Re-interrogation is \$300. The fee for Re-interrogation is subject to change by PerkinElmer at any time.

To request a Re-interrogation, Customer should email support.customercare@perkinelmer.com with the following information:

- Full Name
- Date of Birth
- Order Date
- Order Number

Please allow two to five business days for a response. PerkinElmer may require additional documentation, including clinical information, depending on the details of the Re-interrogation Customer requests. If PerkinElmer has deleted Customer's genomic sequencing data, including due to Customer's prior instruction to PerkinElmer to delete Customer's genomic sequencing data (see the section on "Data Retention, Transfer and Deletion"), PerkinElmer will not be able to perform any Re-interrogation.

Data Confidentiality

PerkinElmer will not use or provide Customer's personal information or the data from Customer's DNA test to any third party, unless (1) Customer has given consent for such use or disclosure, or (2) the use or disclosure is required by law, including a subpoena court order, or order of another governmental body of competent jurisdiction. PerkinElmer may share Customer contact information with a third-party vendor for purposes of processing communications regarding DNA testing, and any such vendors will be bound by confidentiality requirements prohibiting them from using Customer information for any purpose other than processing such communications.

Test results are confidential and may not be released to anyone without Customer's written and informed consent, except as permitted or required by law. PerkinElmer will provide test results only to Customer's ordering healthcare provider.

PerkinElmer will provide your contact information to our third-party collaborators to facilitate Customer's completion of required documentation.

Data Retention, Transfer, and Deletion

PerkinElmer will retain Customer's genomic sequencing data for no shorter a period than required by applicable law or regulation.

If PerkinElmer has not deleted Customer's genomic sequencing data, Customer may request a copy of Customer's genomic sequencing data be sent to Customer on a removable hard drive for a fee of \$150. To request a copy of Customer's genomic sequencing data, Customer should email support.customercare@perkinelmer.com with the following information:

- Full Name
- Date of Birth
- Order Date
- Order Number

Customer may request that PerkinElmer delete Customer's retained genomic sequencing data by sending an e-mail to support.customercare@perkinelmer.com with the testing subject's:

- Full Name
- Date of Birth
- Order Date
- Order Number

Please allow two to five business days for a response.

Once PerkinElmer deletes Customer's genomic sequencing data from cloud storage, no copies will be kept by PerkinElmer and PerkinElmer will not be able to recover Customer's genomic sequencing data. Deletion of Customer's genomic sequencing data is final and permanent. PerkinElmer strongly encourages Customer to request a copy of their genomic sequencing data before requesting that PerkinElmer destroy that data.

Change Order and Cancellation Policy

Customer may change or cancel an order only until PerkinElmer receives Customer's Sample(s). The change or cancellation fee is \$150. If a cancellation request is received after PerkinElmer has received Customer's Sample(s), Customer is responsible for the full cost of testing and no refund will be provided.

To change or cancel an order, Customer should email support.changeorder@perkinelmer.com with the following information:

- Full Name
- Date of Birth
- Saliva Collection Device Number
- Order Date
- Order Number

Please allow two to five business days for a response.

Limitation of Liability

PERKINELMER, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PERKINELMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PERKINELMER'S, ITS AFFILIATES', DIRECTORS', EMPLOYEES', OR AGENTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PERKINELMER FOR THE SERVICES SOLD HEREUNDER. THE AFOREMENTIONED LIMITATION OF LIABILITY

SHALL NOT APPLY TO DEATH OR PERSONAL INJURY RESULTING FROM PERKINELMER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

I UNDERSTAND AND AGREE THAT I AM GIVING UP CERTAIN RIGHTS THAT I MIGHT OTHERWISE HAVE, NOW OR IN THE FUTURE, TO SUE OR OTHERWISE SEEK MONETARY DAMAGES OR OTHER RELIEF AGAINST PERKINELMER FOR ANY REASON RELATING TO DNA TESTING, OTHER THAN THE RIGHTS THAT I MAY HAVE UNDER THESE TERMS AND CONDITIONS, IF ANY. I UNDERSTAND THAT PERKINELMER WILL NOT BE LIABLE FOR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS (INCLUDING THE LOSS OR DESTRUCTION OF SAMPLE(S)) IN THE EVENT OF A FORCE MAJEURE WHICH MAY INCLUDE, WITHOUT LIMITATION, NATURAL DISASTERS, STRIKES, ACTS OF GOD, WAR, NON-TEMPORARY POWER FAILURES, TERRORIST ATTACKS, AND GOVERNMENT REGULATIONS.

Resolution of Disputes

This Agreement and the services provided hereunder will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws, rules or principles. This Agreement has been prepared in the English language and the English language shall control their interpretation. All questions, disputes, or differences which may arise between PerkinElmer and Customer shall, if such questions, disputes, or differences cannot be amicably resolved by the parties, be referred to arbitration to be held in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are deemed to be incorporated by reference into these Terms and Conditions. The arbitrators' decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. Judgment upon the rendered award may be entered into any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement.

Entire Agreement

This Agreement constitutes the entire agreement between Customer and PerkinElmer with respect to DNA testing and supersedes any and all previous agreements and understandings, whether written or oral.

Severability

The provisions of this Agreement are severable. If any part or portion of this Agreement is determined to be invalid or unenforceable, that provision will be modified so that it is valid and enforceable, and this Agreement shall otherwise remain in effect.

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