

Quote number \_\_\_\_\_  
End user: \_\_\_\_\_  
Account name, city, country \_\_\_\_\_

## **ARCHER ANALYSIS UNLIMITED (AAU) APPLICATION ORDER FORM (For Archer Analysis Unlimited v. 7.0 and later)**

This Archer Analysis Unlimited (“**AAU**”) Application Order Form (“**Order Form**”) governs the Client’s use of the Archer Analysis Unlimited Application (“**AAU Application**” or “**Application**”) as set forth below and is subject to the Software Terms of Service available online at <https://archerdx.com/aauterms>.

If any conflict or incongruence exists between this Order Form and the Software Terms of Service, this Software Terms of Service shall control. If any conflict or incongruence exists between the Software Terms of Service and any other document or purported agreement, the Software Terms of Service shall control. Any capitalized terms used, but not defined, in this Order Form are defined in the Software Terms of Service.

### **1. SAAS SERVICES**

- 1.1 The AAU Application is made available pursuant to this Agreement via either a web-based access option (“**Web-Based Access Option**”) or via an integrated option (“**Integrated Option**”). Either method of making the AAU application available to the Client shall be referred to as the SaaS Services, and is necessary to make a private instance of the Application available to Client.
- 1.2 The Client may only use AAU in conjunction with genetic sequencing kits made available by the Company. Client agrees to only use AAU and accept SaaS Services in the United States of America unless otherwise specified here (the “Territory”). Optional Territory inclusions or exclusions: \_\_\_\_\_.

### **2. SCOPE OF WORK**

- 2.1 The Company will create and configure a private cloud-based instance of AAU that will include:
  - 2.1.1 Rolling seven (7) day backup, which includes one (1) backup saved per day with up to seven (7) days prior backup;
  - 2.1.2 One and one-half (1.5) terabyte (TB) of total storage; and
  - 2.1.3 Capability to run up to twenty (20) samples concurrently. The number of concurrent samples may be increased at no extra charge following receipt of a written request from Client. The update may take up to two (2) business days from the date of the request to implement.
- 2.2 If the Client submits a written request in writing to the Company, the Company shall perform the initial setup of Client’s end-user and group accounts.
- 2.3 The Company shall limit access to the Application according to one or more IP addresses, which the Client shall provide to the Company in writing.
- 2.4 The Company shall provide a unique URL (e.g., <http://client.analysis.archerdx.com>) through which the Client may access the Application.

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### 3. AAU-SPECIFIC TERMS

- 3.1 **AAU is for Research Use Only.** The Client acknowledges that the Application is not sold, made available for Client's use for use in any clinical, diagnostic, or therapeutic applications or procedures or for any other use requiring compliance with any law or regulation regulating clinical, diagnostic or therapeutic products or any similar products. The Client further acknowledges that the Application has not been tested or validated for any particular use or purpose or for safety or effectiveness. It is Client's responsibility to take any actions necessary for any specific use or applications and to ensure the Application and any results generated that may be generated by or through the use of the Application and/or its use meet applicable requirements of such use.
- 3.2 To the extent that the Client utilizes the Application outside of the research context, the Client shall be solely responsible for any results and consequences thereof, and for satisfying any and all regulatory obligations that are attendant to that use including but not limited to providing the required documentation to any regulatory reviewing entity, and obtaining any licenses and/or other approvals necessary to use the Application in any non-research (e.g., clinical) applications.
- 3.3 **CLIENT ACKNOWLEDGES THAT AAU HAS NOT BEEN REVIEWED, CLEARED, AUTHORIZED. OR APPROVED BY THE FDA, EMA, OR ANY OTHER GOVERNMENT BODY, AND IS NOT SPECIFICALLY APPROVED, AUTHORIZED, OR CLEARED UNDER ANY FRAMEWORK OR BY ANY GOVERNMENTAL OR REGULATORY BODY REGULATING SOFTWARE AS A MEDICAL DEVICE.**
- 3.4 The Company is not liable for any losses, costs, expenses, or any other forms of liability arising out of the unauthorized or unlicensed use of the Application, and under no circumstances shall the company be liable for any consequential damages resulting from any use (approved or otherwise) of the Application.

### 4. TERM AND TERMINATION

- 4.1 The term during which Client may access the AAU Application and the SaaS Services under this Order Form shall commence on the last signature date and continue for a term of (1) one year unless otherwise terminated ("Initial Term"). Following the end of the Initial Term, this Order Form will renew for successive one-year periods (each, an "Additional Term") unless a party notifies the other in writing of its intent not to renew this SOW at least 90 days prior to the end of the then-current term (the Initial Term and all Additional Terms, collectively, the "Term").

### 5. COMPENSATION

- 5.1 All fees are due and payable by Client within 30 days of the date of invoice.
- 5.2 The below table sets forth the fees payable by the Client as compensation for the Services in this Order Form:

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Service description	Pricing (specify currency)	Invoice Schedule
Set-Up	_____/instance	Upon execution of the Order Form
AAU Sample Fee - (AA3022)	_____/sample processed	Invoiced monthly based on the number of samples processed
AAU Monthly Data Storage Fee - (AA3021)	_____/TB excess storage	Invoiced monthly based on the excess storage footprint

**5.3** Notwithstanding anything to the contrary herein, Archer reserves the right to change the fees from time to time, on 30 days notice to the Client.

**In witness whereof, the parties have caused this Order Form to be executed by their respective duly authorized representatives as of date set forth below.**

**THE CLIENT**

—

[COMPANY NAME] \_\_\_\_\_

By: [CLIENT SIGNATURE] \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE COMPANY**

—

[IDT ENTITY] \_\_\_\_\_

By: [IDT SIGNATURE] \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_