

Genetic Testing Program Terms

October 5, 2020

Blueprint Genetics Inc.
2505 3rd Ave
Suite 204
Seattle, WA 98121
United States

1. PURPOSE AND SCOPE

These Genetic Testing Program Terms (the "Program Terms") are applied to testing services (the "Program Services") provided by Blueprint Genetics Inc. (the "Supplier") and its affiliates (collectively "Blueprint Genetics") under the Supplier's Genetic Testing Program (the "Program"). These Program Terms, including the information in the online order form, as applicable, form the entire agreement concerning the Program Services (the "Agreement"). All terms capitalized but not defined in these Program Terms shall have the same meaning as in the General Terms of Blueprint Genetics, as amended from time to time.

Under this Agreement, the "Customer" is a licensed health care provider who is authorized under state or federal law to order laboratory tests and who may order the Program Services for his/her eligible patient under the Genetic Testing Program.

The Program Services provided under this Agreement and the related information and Service descriptions are set out on the Supplier's website and are available through the Supplier's customer support. The Supplier may amend the specifications and these Program Terms by posting new versions on its website. All Program Services are subject to availability.

2. Scientific Collaborators

Scientific Collaborators can be biopharmaceutical companies, their affiliates and partners, research organizations and patient advocacies engaged in approved research, studies and clinical trials related to inherited retinal diseases and in delivering therapies and treatments to these diseases. Scientific Collaborators may be added and removed from the Program from time to time. A list of current Scientific Collaborators can be found at: blueprintgenetics.com/sponsored-retinal-testing

While the Scientific Collaborators may pay fees related to data collection and analysis, all services are performed independently by the Supplier without any involvement or influence from the Scientific Collaborators. The Scientific Collaborators expressly disclaim any warranties or liability for the Program Services.

This Agreement shall not be seen as explicit or implicit agreements that confer an obligation on the Customer to endorse the Supplier's or Scientific Collaborators' products or services.

3. SHARING CUSTOMER INFORMATION WITH SCIENTIFIC COLLABORATORS

The Customer accepts the Program Privacy Policy, available at blueprintgenetics.com/sponsored-retinal-testing. In particular, the Customer agrees that the Supplier may share the following information with Scientific Collaborators and that Scientific Collaborators may contact the Customers:

- Customer name
- Name(s) of individual(s) ordering the Program Services (or the name of the healthcare professional associated with the order, if placed by another individual)
- Name(s) of individual(s) with whom the Customer wishes to share the order in the Supplier's online system
- Contact information for the Customer and the abovementioned individuals, as submitted with the order

The Customer is liable for ensuring that all Customer personnel indicated in the order agree to the use and sharing of their information as set out in the Program Privacy Policy.

4. SHARING DE-IDENTIFIED GENETIC FINDINGS WITH SCIENTIFIC COLLABORATORS

Subject to the Program Informed Consent, the Supplier may share de-identified patient-derived genetic findings with Scientific Collaborators as explained in the Program Informed Consent.

5. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- i) Familiarizing itself with the Program and all terms and conditions referred to in these Program Terms and ensuring that the Program Services fit the Customer's purpose;
- ii) Complying with all applicable laws and regulations and ensuring that it only provides such information and samples to the Supplier that the Customer has the right to provide and the Supplier right to process under all applicable laws and regulations;
- iii) Explaining and obtaining the Program Informed Consent from the patient, as designated by the Supplier, and providing a copy thereof to the Supplier; and
- iv) Any further Customer obligations laid out in the Supplier's General Terms, as applicable.

6. FEES

The Program Services are provided free of charge to the Customer and patient. The Customer warrants that it will not seek reimbursement for Program Services from any third party.

7. COMPLIMENTARY GENETIC COUNSELLING

The Customer may, as a Part of the Program, requisition complimentary genetic counselling provided by an independent third party ("Third-party Services"). THE SUPPLIER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. THE CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY THE SUPPLIER AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR THE CUSTOMER'S INTENDED PURPOSE.

8. MISCELLANEOUS PROVISIONS

The individual Customer ordering the Program Services represents and warrants to the Supplier that he/she is authorized to order the Program Services under applicable laws.

All changes and amendments to this Agreement shall be agreed in writing in order to be valid.

In case any provision of this Agreement would be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. Upon such determination that any provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement, so as to effect the original intent of the Parties as closely as possible.

The Supplier's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent the Supplier thereafter from enforcing each and every other provision of this Agreement.

For other terms and conditions, Blueprint Genetics' General Terms shall be applied, as amended from time to time. The latest version can be found at blueprintgenetics.com/general-terms. In the event of any conflict or discrepancy between the General Terms and these Program Terms, the Program Terms shall govern.