

Agendia General Terms and Conditions

- A. Agendia, Inc. ("**Agendia**") will be providing the laboratory testing services, test results and any related products (the "**Services**") pursuant to (1) the Terms of Use accepted and agreed to prior to accessing the Agendia web portal, (2) Agendia's order Test Request Form ("**TRF**") completed by an authorized medical professional and submitted by the physician identified on the TRF ("**Client**") on behalf of the listed patient, and (3) these General Terms and Conditions. Agendia will perform the Services in a professional and workmanlike manner in accordance with applicable industry standards.
- B. Client agrees that a legally binding agreement that includes these General Terms and Conditions shall arise the earlier of the time Agendia accepts Client's TRF by e-mail or written confirmation or the moment Agendia starts executing such TRF. Client's submission of the TRF and Agendia's acceptance thereof constitutes express acceptance of these General Terms and Conditions.
- C. Client will at all times timely and completely provide Agendia with all data and other information required and requested by Agendia and necessary for the delivery of the Services ("**Client Information**").
- D. Client warrants that the Client Information is correct and complete, and that it is entitled to provide Agendia with such information for the delivery of the Services. Client shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors against all claims by a third party or governmental entity, relating to or arising out of the provision of Client Information to Agendia, and shall pay any costs incurred by Agendia relating thereto, including but not limited to attorneys' fees, defense costs, any award of damages, losses or other liability (collectively, "**Losses**").
- E. If any of the Client Information or other data provided is personal data of a patient or patient data otherwise protected by law ("**Protected Data**"), Client represents and warrants that Client has fully complied with any and all applicable regulations and other legal requirements for the protection of privacy and security of such Protected Data and that Agendia is entitled to collect, store, use and process such data as is necessary to provide the Services. Client shall indemnify, defend, and hold harmless Agendia, its affiliates and contractors against any Losses relating to or arising out of any claim by a third party or governmental entity that Client failed to comply with appropriate privacy protections or legal requirements in collecting or otherwise providing such Protected Data to Agendia and shall pay any Losses incurred by Agendia relating thereto. If and to the extent that Client provides Agendia with its own private, personal, sensitive, or protected data, Client herewith explicitly authorizes Agendia to collect, store, use and process such data as reasonably necessary to provide the Services. Agendia will take reasonable steps necessary to comply with any and all applicable privacy regulations and laws pertaining to Protected Data or other data covered by this paragraph.
- F. Client shall give and make no warranty or representation on behalf of Agendia's Services as to quality, reliability, fitness for particular purpose, merchantability or any other feature of the Services other than as may be explicitly set forth in writing by Agendia in the warranty literature applicable to the specific Service (if any). If Client, or his or her employees, representatives, staff, affiliates, associates or agents (collectively, "**Client Representatives**") alters or expands any existing warranty or extends any additional warranty, expressly or impliedly, regarding the Services, Client shall indemnify, defend, and hold harmless Agendia for any and all claims by a third party or governmental entity relating to any such warranty and shall pay any Losses incurred by Agendia relating thereto.
- G. Client shall be solely liable for any claims arising out of or relating to the improper or faulty collection and/or handling of any sample(s), any errors in transmission of information or data (including any Client Information or Protected Data) to Agendia, or any illegal or tortious act committed by Client or any Client Representative. Client shall indemnify, defend, and hold harmless Agendia for any such claims by a third party or governmental entity and shall pay any Losses incurred by Agendia relating thereto.
- H. Client will undertake, and will cause Client Representatives to undertake, to observe strict confidentiality with regard to all confidential information it receives from Agendia, including any testing results or patient records. Client shall impose the aforementioned obligation in writing on Client Representatives as well as to third parties who have been engaged by any of them as it relates to the Services being provided by Agendia and all testing results and patient records. Client and Client Representatives shall use the confidential information only for the purpose for which it has been provided. Regardless of the nature of such information, Client agrees to take any and all reasonable measures to keep any such information confidential if Agendia indicates such information to be confidential.
- I. Prices exclude delivery charges and are exclusive of all applicable withholding, excise, sales, use, service, value added or like taxes in each case imposed now or in the future by any governmental authority in connection with the transactions or amounts payable by Client (collectively, "**Taxes**"). Client shall pay all Taxes, unless Client has provided Agendia with an appropriate exemption certificate for such Taxes for the delivery jurisdiction. Payment is due from Client net 30 days from Agendia's date of invoice to Client and shall be made in United States dollars. Any invoice which is unpaid by Client when due shall be subject to the interest rate of one percent (1%) per month or the maximum allowable by applicable law, whichever is lower, plus such late payment charge as Agendia may reasonably require to cover its additional costs of administration and collection, which Client shall pay to Agendia upon demand. Agendia may change credit or payment terms at any time if Agendia determines, in its sole discretion, that Client's financial condition, previous payment record or the nature of Client's relationship with Agendia so warrants. Agendia may suspend or discontinue performance and/or terminate these General Terms and Conditions if Client fails to pay any sum when due, or fails to perform under these General Terms and Conditions or any other agreement with Agendia.
- J. Agendia will ship any products according to Agendia's standard commercial practice, unless otherwise indicated in an executed writing between the parties. All shipments of product will be made EX Works (Incoterms 2010) Agendia authorized facility, unless otherwise specified in an executed writing between the parties. If special packing or shipping instructions are agreed by Agendia, charges for such packing and/or shipping will be billed separately to Client.
- K. CLIENT ACKNOWLEDGES THAT AGENDIA IS NOT PROVIDING ANY GUARANTEE THAT THE SERVICES WILL ALWAYS BE ERROR-FREE, COMPLETE OR ACCURATE. EXCEPT FOR ANY EXPRESS WARRANTIES MADE BY AGENDIA IN THESE GENERAL TERMS AND CONDITIONS OR OTHERWISE IN WRITING IN WARRANTY LITERATURE (IF ANY) REGARDING THE SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENDIA SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE QUALITY, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER FEATURE OF THE SERVICES.
- L. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENDIA SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, EITHER DIRECT OR CONSEQUENTIAL, SUCH AS LOSS OF BUSINESS, PROFITS, GOOD WILL OR SIMILAR, INCURRED BY CLIENT OR BY ANY THIRD PARTY, INCLUDING ANY LEGAL LIABILITY OR DAMAGES. IF AGENDIA IS DEEMED LIABLE DESPITE THIS PROVISION, ANY DAMAGES TO BE PAID BY AGENDIA TO CLIENT WITH RESPECT TO ANY SERVICES PROVIDED PURSUANT TO THESE GENERAL TERMS AND CONDITIONS WILL, IN ANY CASE, BE LIMITED TO COMPENSATION OF DAMAGES FOUND TO BE SUFFERED BY CLIENT, WHICH AMOUNT SHALL NOT EXCEED THE SUM PAID OR PAYABLE FOR THE SERVICES AT ISSUE. AGENDIA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY DURING SHIPPING. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL ANY LIABILITY OF AGENDIA EXCEED THE AMOUNT WHICH IS COVERED BY THE PROFESSIONAL LIABILITY INSURANCE POLICY ENTERED INTO BY AGENDIA, TO BE INCREASED BY THE AMOUNT OF THE DEDUCTIBLE, WHICH ACCORDING TO THE TERMS AND CONDITIONS OF THE INSURANCE POLICY WILL NOT BE FOR THE ACCOUNT OF THE INSURER.
- M. These General Terms and Conditions, the Agendia Terms of Use and the TRF constitute the full and entire understanding between Client and Agendia regarding the Services and supersede any prior agreement or negotiations between the parties. Any modifications or amendments to these General Terms and Conditions shall be in writing and signed by both parties. No failure or delay on the part of either party in exercising any right or remedy with respect to a breach of this these General Terms and Conditions by the other party shall operate as a waiver thereof or of any prior or subsequent breach of these General Terms and Conditions by the breaching party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with these General Terms and Conditions. Any waiver must be in writing and signed by the waiving party. Agendia is excused from performance of these General Terms and Conditions and will not be liable for any delay in whole or in part caused by the occurrence of any event or contingency beyond the reasonable control of Agendia, which includes, without limitation, war, any act of civil disobedience, act of government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, flood, natural disaster or other act of God, interruptions or failure of the Internet or third-party network connections. These General Terms and Conditions shall be governed by the laws of the State of California, without regard to the conflicts of law provisions thereof. In the event of any litigation or dispute arising out of or relating to these General Terms and Conditions or the provision of Services, the parties expressly consent to exclusive venue in the state or federal courts located in Orange County, California, and the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred related thereto.

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MELANOMA	LUNG	COLON	BREAST
<p>Malignant neoplasm of skin of:</p> <p>172.0 Lip</p> <p>172.1 Eyelid, including canthus</p> <p>172.2 Ear and external auditory canal</p> <p>172.3 Other and unspecified parts of face</p> <p>172.4 Scalp and neck</p> <p>172.5 Trunk, except scrotum</p> <p>172.6 Upper limb, including shoulder</p> <p>172.7 Lower limb, including hip</p> <p>172.8 Malignant melanoma of other specified sites of skin</p> <p>172.9 Melanoma of skin, site unspecified</p>	<p>Malignant neoplasm of:</p> <p>162.0 Trachea</p> <p>162.1 Main bronchus</p> <p>162.2 Upper lobe, bronchus or lung</p> <p>162.3 Middle lobe, bronchus or lung</p> <p>162.4 Lower lobe, bronchus or lung</p> <p>162.5 Other parts of bronchus or lung</p> <p>162.8 Other parts of bronchus or lung (includes malignant neoplasm of contiguous or overlapping sites of bronchus or lung whose point of origin cannot be determined</p> <p>162.9 Bronchus and lung, unspecified</p>	<p>Malignant neoplasm of:</p> <p>153.0 Hepatic flexure</p> <p>153.1 Transverse colon</p> <p>153.2 Descending colon</p> <p>153.3 Sigmoid colon</p> <p>153.4 Cecum</p> <p>153.5 Appendix</p> <p>153.6 Ascending colon</p> <p>153.7 Splenic flexure</p> <p>153.8 other specified site of large intestine</p> <p>153.9 Colon, unspecified</p>	<p>Malignant neoplasm of:</p> <p>174.0 Nipple and Areola</p> <p>174.1 Central portion</p> <p>174.2 Upper-inner quadrant</p> <p>174.3 Lower-outer quadrant</p> <p>174.4 Upper-outer quadrant</p> <p>174.5 Lower-outer quadrant</p> <p>174.6 Axillary tail</p> <p>174.8 Other specified site</p> <p>174.9 Female Breast, unspecified</p> <p>175.0 Malignant neoplasm of nipple and areola of male breast</p> <p>175.9 Malignant neoplasm of other and unspecified sites of male breast</p>
<p>Secondary malignant neoplasm of:</p> <p>197.0 Lung</p> <p>197.7 Liver</p> <p>197.8 Other digestive organs and spleen</p> <p>198.3 Brain and spinal cord</p> <p>198.5 Bone and bone marrow</p> <p>198.89 Other specified sites</p>	<p>METASTATIC</p>		