

TERMS AND CONDITIONS OF SALE

1 - GENERAL TERMS AND ACCEPTANCE

These terms and conditions (the "Terms") apply to all Products purchased by Customer and may not be altered, supplemented, or amended by Customer through the use of any other document(s). By purchasing Products from an AllCells ordering site, or approving and delivering an AllCells' quote or sales order along with a guarantee of payment (an "Order"), Customer agrees to be bound by these Terms, as such Terms may be updated and amended from time to time. Any attempt to alter, supplement, or amend these Terms, or to enter an Order for Products that is subject to altered or additional and conditions, will be null and void, unless otherwise agreed to in a written document signed by both Customer and AllCells. These Terms do not supersede, waive or otherwise affect any security agreements, guarantees, credit applications or other agreements between Customer and AllCells.

2 - PRICES, TAX, DELIVERY CHARGES

AllCells may change pricing for products and services at any time without notice. AllCells reserves the right to cancel any Order placed based on incorrect pricing or availability information.

For clinical grade Products, pricing is subject to the terms stipulated and agreed upon in the Supply Agreement.

Sales tax will be included where applicable. If any federal, state, or local tax currently or in the future is levied on AllCells in a jurisdiction where AllCells or Customer does business, and such tax relates to the Products or business transactions, AllCells reserves the right to adjust the net cost of the Products or separately invoice the applicable tax liability in such jurisdiction.

The Customer shall be responsible for all delivery charges and related costs, including shipping & handling, upon delivery of Products as indicated on the Order or invoice, as applicable, on a per shipment basis. Shipping & handling charges may vary according to the weight of the package and shipping options.

3 - ORDER FULFILLMENT POLICIES

AllCells reserves the right to refuse service to anyone. Quotes are not binding upon either party until AllCells delivers the final sales order to Customer. AllCells' issuance of a sales order shall represent the Customer's irrevocable commitment to pay for such Order. AllCells will not schedule any collection or ship any Order until guarantee of payment is provided.

Customer acknowledges that there are lead times associated with the collection, processing and fulfillment of Orders. At all times, AllCells may, in its sole discretion, change or modify conditions of product collection, processing, manufacturing, packaging or labeling without providing notice to Customer, unless specific processing requirements are part of a sales order, or a separate valid, written, executed agreement between Customer and AllCells.

For clinical grade Products, Customer acknowledges that there are minimum lead times associated with the scheduling, collection, processing and fulfillment of Orders. Any requests by Customer for changes or modifications of conditions of donor requirements, collection, processing, manufacturing, packaging or labeling will be considered changes to the product description and must be managed in accordance with the terms of the Quality Agreement.

Customers may request a specific donor for an Order. AllCells cannot guarantee that a requested donor will be available. In the event that a research grade Product Order cannot be fulfilled with the requested donor due to lack of availability, AllCells will use commercially reasonable efforts to find a substitute that meets Customer's requirements. Customer may be billed for additional costs incurred for scheduling a specific donor or costs incurred leading up to the collection of Product from said donor. Customer may be eligible to receive a refund for any prepaid reservation fees if the requested donor is unavailable. For clinical grade Products, unavailability or ineligibility of requested donor will result in the use of the back-up donor. Back-up donor unavailability or ineligibility will result in the rescheduling of Product delivery, subject to standard lead times.

AllCells is not liable for incomplete Orders caused by unforeseeable circumstances beyond AllCells' control. Circumstances beyond AllCells' control may include acts of God, third-party labor strikes, industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war (a "Force Majeure Event") or donor collection and processing issues. If a Force Majeure Event precludes AllCells' from providing the Products for more than sixty (60) days, the Customer may have the option to reschedule any affected Orders or receive a refund for any prepaid Products that were not delivered thereunder. In the event that AllCells is unable to fulfill an order due to donor or collection issues, AllCells will promptly notify Customer of such circumstances. Customer and AllCells will work together in good faith within thirty (30) days to agree to reschedule or modify the Order or resolve payment or credit arrangements, as applicable, for any unfulfilled Orders. A refund or partial refund from AllCells for any or prepayments for the terminated portion of the Order is the sole and exclusive remedy for AllCells' inability to fulfill or an Order due to a Force Majeure Event or donor collection issues.

4 - CHANGE ORDERS, CANCELLATION, and CHANGE FEES

Once AllCells has issued a sales order, any subsequent requests by Customer to change, modify or cancel such Order will be deemed a Change Order. A "Change Order" includes, without limitation, any of the following Customer requests to: cancel an Order, reschedule, modify donor specifications, expand donor testing prior to original collection date, collection volume, collection date/time, collection requirements, processing requirements, Product Specifications, packaging, labeling, or shipping. Each Change Order will be subject to a separate minimum fee of no less than twenty percent (20%) of the original Order amount (the "Change Fee"). The Change Fee for cancellations is one-hundred percent (100%) of the Order.

Customer agrees to pay in full, without warranty or requirement to meet any release criteria or standard quality attribute for Custom products. Custom products are any products that are processed in accordance with the Customer's specific requirements that are materially different from AllCells' standard processing and have the potential to impact the quality of the product.

All Change Orders must be requested in writing and approved in writing by AllCells. AllCells does not guarantee that Change Orders can be accommodated. In some cases, a new Quote and Order may be required, including the corresponding Change Fee(s). For all clinical grade Products, change management requirements are also subject to the terms of the Quality Agreement.

5 - DELIVERY

Domestic research grade Product Orders are shipped using AllCells' carrier unless Customer requests an alternate carrier. International research grade Product Orders are shipped using the Customer's carrier

account only. Clinical grade Product Orders shipments are based on the mutually agreed upon requirements in the Supply Agreement. All international couriers utilized by Customers must include an after-hours contact name and phone number for the end-user Customer. Title to Products transfers to Customer when AllCells delivers the Products package to the Customer's carrier (Incoterms 2018 EXW ExWorks).

Customer acknowledges and agrees that any risk of damage or loss to the Products is transferred to the Customer, carrier or shipping agent, as applicable, once the carrier takes receipt of the Products. Customers should declare the full value of Products to their carrier in case of delay or damage. The Customer is responsible for filing any claims for damage directly with their carrier. AllCells is not liable for any Products that are damaged or mishandled in route, including but not limited to shipping failures, lost or compromised shipments, improper product storage or handling by the carrier, or delivery delays. AllCells is accountable for satisfaction of export requirements of Products from the US. Customer is responsible for any requirements, issues or costs associated with import including applicable fees, taxes and/or duties.

6 - PAYMENT

AllCells accepts only US currency in the form of bank wire, company checks, cashier checks, money orders, and credit card (American Express, Visa, MasterCard) payments. All funds must be withdrawable from a US bank account. Please make checks payable to AllCells. Until Products are paid for in full, AllCells retains, and Customer hereby grant AllCells, a security interest in the ordered Products.

Domestic orders must be paid in accordance with the designated terms invoiced or other payment forms acceptable to AllCells.

International orders must be prepaid in full, prior to fulfillment unless otherwise agreed upon in writing.

Invoices not paid within the designated terms are subject to a ten percent (10%) late fee of the initial balance and a 1.5% per month (18% per annum) interest fee. Failure or delay by AllCells to invoice Customer for any such service charge will not waive AllCells' right to receive the same. Customer's failure to make payment within sixty (60) days of the payment due date will result in credit-hold. Customer's failure to make a payment within one hundred and twenty (120) days of the due date will result in legal action and collection proceedings without further warning. In case of a Customer's bankruptcy or insolvency event, or default in payments on any invoices, AllCells shall have the right to declare all invoices immediately due and payable, shall be entitled to deem any and all other agreements to sell Products to Customer null and void, and shall have no further obligations to sell or deliver any Products to Customer. Customer agrees to pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by AllCells to collect any amounts due from Customer or to otherwise enforce any of the terms stated herein. AllCells shall be deemed a single creditor for purposes of this section.

Should Customer dispute an invoice, Customer must report the issue to AllCells within thirty (30) days after receipt of the invoice. AllCells will promptly research the disputed invoice, and Customer and AllCells shall work together in good faith to resolve the dispute.

7 - LIMITATION OF USE OF GOODS

Customer acknowledges and agrees that AllCells research grade Products are intended for research use only and are not to be used for any other purpose, including but not limited to, unauthorized

commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses or any type of consumption or application to humans or animals. AllCells opposes any research in violation of any ethical, legal, or local, state, and federal governmental research guidelines within the United States and the import countries of Customers.

Customer acknowledges and agrees that the resale of AllCells Products is prohibited. Customers that develop derivative products from AllCells' Products with the intent to sell such derivatives, including but not limited to, as a component of another product or kit for resale, may do so provided that AllCells has granted written permission to Customer prior to such resale.

AllCells clinical grade Products are intended for further cell processing manipulation and further manufacture of allogeneic cell therapies only. Customer acknowledges and agrees that clinical grade Products are not intended for direct human use. Products are provided as a raw material for use in the manufacture of human cells, tissues and cellular and tissue based products (HCT/Ps) and are not considered HCT/Ps themselves. Clinical grade Products may be used by the Customer for the manufacture of allogeneic cell therapy products for clinical use and commercial sale, subject to additional terms and conditions.

Customer expressly warrants that it has all required governmental licenses, regulatory approvals, permits and other approvals required to purchase, use and/or store the Products purchased from AllCells and will comply with all laws, rules, regulations, and guidelines applicable to Products purchased hereunder. AllCells may immediately terminate any Customer's ability to make purchases as well as any other agreements with Customer for the sale of Products if AllCells reasonably determines that Customer or any of its affiliates has breached this limitation. AllCells will not be liable for any such research or use by the Customer done in violation of any laws, rules or guidelines or the limitations stated herein.

8 - LIMITATION OF LIABILITY

EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, ALLCELLS WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT Customer MIGHT INCUR AS A RESULT OF DOING BUSINESS WITH ALLCELLS, OR THAT MAY ARISE FROM OR IN CONNECTION WITH ALLCELLS PRODUCTS, WHETHER OR NOT ALLCELLS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. ALLCELLS' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH PRODUCTS PROVIDED BY ALLCELLS IS LIMITED TO THE LESSOR OF (A) THE AMOUNT Customer PAID TO ALLCELLS FOR THE PRODUCTS PURCHASED THAT GAVE RISE TO THE DISPUTE OR CLAIM, OR (B) ONE MILLION DOLLARS (\$1,000,000 USD).

ALLCELLS SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES TO PERSONS OR PROPERTY THAT MAY ARISE FROM THE UNAUTHORIZED OR NEGLIGENT HANDLING OR USE OF ALLCELLS PRODUCTS.

9 - WARRANTIES

During the applicable warranty period only, AllCells shall, in its sole discretion, either replace any research grade Products which do not substantially meet the minimum specifications claimed in the certificate of analysis, or refund the price paid by the Customer for such nonconforming research grade Products. AllCells guarantees that its research grade Products meet or exceed the release criteria for total cell count and viability immediately post-thaw prior to any manipulation (e.g. washing) provided

the Products are thawed using the recommended AllCells procedure, which can be located at <https://www.allcells.com/support/>. Research grade cryopreserved Products are subject to this warranty for up to one (1) year from the delivery date, provided that such products have been stored under AllCells recommended storage conditions, which can be located at <https://www.allcells.com/support/>. Customer must promptly notify AllCells in writing upon the discovery of any material defect or nonconformance and provide evidence supporting such a claim.

For clinical grade Products, AllCells may, in its sole discretion, replace such clinical grade Products which have been dispositioned as "Reject" per the requirements specified in the Supply Agreement and the processes provided in the Quality Agreement. Customer's or perceived nonconformance observations shall be communicated to AllCells per the requirements of the Quality Agreement.

AllCells warrants that it has (1) obtained ownership rights with respect to Products, and such Products were provided to AllCells with every donor's informed consent and in compliance with all applicable laws and regulations; (2) obtained all necessary and appropriate releases from the donor wherein there are no restrictions on the use of products that would prohibit Customers from using them in any commercial application, provided that such commercial applications abide by the limited use restrictions identified on the product label for each product; (3) complied with all applicable United States rules and regulations in connection with handling, export, and use of the Products; (4) AllCells has no obligation to any third party that would interfere with AllCells providing Products to Customers, and AllCells Products are not the proprietary property of any third party.

The warranties provided by AllCells herein are not applicable to custom Products or any Products that have been rendered unusable due to improper storage (storage outside the recommended and documented storage conditions) or handling by the Customer, shipping agent or carrier.

WARRANTY DISCLAIMER: ALLCELLS' WARRANTIES APPLY ONLY TO THE ORIGINAL CUSTOMER AND CANNOT BE TRANSFERRED. ALLCELLS DOES NOT WARRANT ANY BIOLOGICAL PROPERTIES ASSOCIATED WITH ITS PRODUCTS. THE OBLIGATION TO REPLACE PRODUCTS OR REFUND THE PRICE PAID IS CUSTOMER'S SOLE REMEDY, EXCEPT AS OTHERWISE STATED IN THESE TERMS. ALLCELLS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR PERFORMANCE.

10 - INDEMNIFICATION

Customer agrees to indemnify and hold harmless AllCells, its affiliates and divisions, their respective officers, directors, shareholders, and employees, from and against any and all third party claims for damages, liabilities, actions, suits, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and court costs) suffered by any of the aforementioned entities or individuals to the extent such claims or damages arise from or are in connection with (1) Customer's agents, employees, representatives or contractors' negligence or willful misconduct, (2) use of AllCells' products or services in an application which it was not designed or intended for.

11 - RETURN POLICY

No returns will be accepted for any fresh Products or for custom product Orders. AllCells reserves the right to request the return of cryopreserved cell Products that may have been shipped in error.

12 - TECHNICAL ASSISTANCE

Customer may request, technical assistance, advice and information with respect to the Products. It is expressly agreed, however, that AllCells is under no obligation to provide any such technical assistance and/or information. It remains the sole responsibility of the Customer to determine whether Products and related technical support information are suitable for the Customer's intended use. To the extent such technical assistance and/or information is provided to the Customer, the disclaimers and Limitations of Liability contained herein will apply.

13 - GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the state of California, without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods.