

TERMS & CONDITIONS

for

Single-Cell Proteomics Grant Challenge: COVID-19

Isoplexis Corporation (“Sponsor”) is proud to announce its sponsorship of the Single-Cell Proteomics Grant Challenge: COVID-19 (the “Challenge”).

By submitting a Proposal for evaluation and thereby entering the Challenge, each Participant (as defined below) agrees to Sponsor’s terms and conditions, as set forth below.

ELIGIBILITY AND SUBMISSION REQUIREMENTS

Any person or entity engaged in professional laboratory-based scientific research and, in the case of individuals, persons who are eighteen (18) years of age or older are eligible for participation in the Challenge (each a “Participant”)¹.

Participants are invited to submit one scientific abstract setting forth a proposed research project which utilizes Sponsor’s IsoLight platform together with its IsoCode chip solution and IsoSpeak software solution (a “Proposal”). be considered for selection, each Proposal must contain the following:

- a) Participant name, email address, telephone number, and any additional contact information;
- b) If participant is an entity, the name and contact information of the individual with whom Sponsor should communicate regarding the Challenge;
- c) A clear and descriptive title
- d) An abstract containing no more than five hundred (500) words which must specify the type(s) of samples to be analyzed using the IsoLight platform and IsoCode chip, the number of such samples to be used in the research, and a clear plan for data analysis using the IsoSpeak software solution.

Proposals submitted during the period beginning on August 25, 2020 at 12:01 a.m. (ET) and ending on September 30, 2020 at 11:59 p.m. (PST) (the “Submission Period”) will be considered for the challenge. To enter, Participants must submit their Proposals either digitally at <https://isoplexis.com/single-cell-proteomic-grant-challenge/> or via email to challenge@isoplexis.com. Submission of more than one Proposal by a Participant will disqualify such Participant from eligibility in the Challenge.

By entering the Challenge, the participant gives permission to the Sponsor to contact the Participant regarding the Sponsor’s products and services, whether or not the Participant is chosen as a winner. The Sponsor makes no guarantee or warranty with respect to the security or confidentiality of Proposals submitted or the Proposal submission process.

¹ The following individuals and/or entities are not eligible for and are expressly excluded from participation in the Challenge: (1) Employees, officers, directors, agents, representatives and independent contractors of Sponsor, Sponsor’s subsidiaries or affiliated companies, together with their respective immediate family members and members of their respective households (whether related or not); (2) residents of Cuba, Iran, North Korea, Sudan, Syria or any country subject to U.S. embargo; (3) any persons (including businesses, research institutions, government and private organizations, individuals, and other types of legal persons or entities) on the U.S. government’s Denied Persons List, Specially Designated Nationals list, Entity List, Unverified List or any other similar list maintained by the United States government or any other government to whose laws the Challenge, Sponsor, Sponsor’s subsidiaries or affiliated companies and any individuals employed thereby or otherwise associated therewith; and (4) any persons for whom participation would be illegal or for whom it would be illegal for Sponsor to allow to participate in or win the Challenge or collect the prize contemplated by the Challenge.

SELECTION OF CHALLENGE WINNERS

Sponsor will assemble a committee of qualified professionals (“Challenge Review Committee”) to review all eligible Proposals submitted. The Challenge Review Committee will select two (2) Proposals from all qualified submissions which, in the sole discretion of Sponsor, have the best potential for demonstrating and harnessing the power of Sponsor’s application and related solutions (the “Winners”). The decision of the Challenge Review Committee will be final and binding and shall not be subject to review or appeal by any Participant or by any third party. Sponsor will attempt to notify Winners by email within approximately five (5) business days after selection. If a Winner has not responded to email inquiries within three (3) days of delivery, the Sponsor will attempt to contact the Winner by telephone. If the Winner cannot be reached by telephone within forty-eight (48) hours of first telephone attempt to notify such Winner, the prize may be forfeited and/or an alternate Winner may be selected at the Sponsor’s sole discretion.

PRIZE DESCRIPTION AND CONSUMER DISCLOSURE

Each Winner will be entitled to collaborate with Sponsor in the execution of the study contemplated in their winning Proposal and shall receive the following (the “Prize”):

- a) Experimental design consultation from Sponsor related to the experiment contemplated in the winning Proposal
- b) twelve (12) individual IsoCode chips
- c) advanced analysis support from Sponsor related to the experiment contemplated in the winning Proposal

RESTRICTIONS APPLY

Biological samples of adequate quality and quantity to perform the experiment set forth in the winning Proposal on the IsoLight application and IsoCode chip must be supplied by the Winner. Commencement of the experiment set forth in the winning Proposal must occur within three (3) months of notification Winner that their Proposal was selected. The amount of time committed to design consultation and analysis support provided for the winning proposal may be limited in the reasonable and sole discretion of Sponsor. The Prize may not be transferred or assigned; no substitutions or cash equivalents are allowed. Within twenty-one (21) days of notification by Sponsor, the Winner may be required to execute and return an affidavit of eligibility and/or agreements containing, without limitation, a release of Sponsor liability, publicity release (where legal), and other reasonable terms. If the Winner fails to return the affidavit/agreement by such deadline, the Prize will be forfeited and an alternate winner may be selected at the Sponsor’s discretion. The Participant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsor in connection with the Challenge will be returned, and that the Sponsor makes no guarantee or warranty with respect to the security or confidentiality thereof. All taxes on the Prize and reporting thereof, and any other costs, fees and expenses relating to the Prize or the Challenge, are the sole responsibility of the Winner and/or the Winner’s institution or company. By submitting a Proposal or accepting the Prize, the Participant agrees on behalf of the itself and, where applicable, the Participant’s institution or company: (1) to be bound by these official rules; (2) that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these terms and conditions; (3) that any dispute with regard to the conduct of the Challenge, rule interpretation or award of the Prize, shall be resolved by the Sponsor, whose decision shall be binding and final; (4) to be bound by all decisions and interpretations made in good faith by the Sponsor related to the Challenge; and 5) that all use of Sponsor products will be subject to Sponsor’s standard terms and conditions of sale. Furthermore, the Participant represents and warrants that: (1) the participant meets the eligibility requirements of the Challenge; (2) the Participant has obtained all required authorizations and permissions from the Participant’s institution or company, where

applicable; (3) entering into the Challenge does not and will not violate any law or regulation, or any of rules or policies applicable to Participant; and (4) the information contained in the Proposal and submission is true and correct in all material respects and is owned or rightfully possessed by the Participant without restriction on disclosure. The Sponsor may refuse to award the prize if the Sponsor determines in its sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

USE OF WINNER'S NAME

The Participant acknowledges and agrees that, if the Participant is selected as the winner, the participant's name, biographical information, likeness, the name of the Participant's institution or company and the project title (excluding further project details) may, without further compensation or notice to Participant, be published on one or more of Sponsor website(s) and, at the Sponsor's discretion, through social media or other means of publication. By accepting the Prize, the Winner grants to the Sponsor, on behalf of the Winner and, where applicable, the Winner's institution or company, the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the Internet and the world wide web), the Winner's name, biographical information, (if provided by the participant) image, likeness, the name of the Winner's institution or company and the project title (excluding further project details).

PUBLICATIONS AND PRESENTATIONS

It is the objective of both parties that the winner will present results from the proposed experiment in one or more publications. It is understood that Sponsor will be enabled to, and will have a world-wide, royalty-free, perpetual, non-exclusive license and right to use, reference, or re-publish such results to create marketing, advertising, or educational materials at Sponsor's discretion. Results of these studies may have the potential for inclusion in prominent and/or scientifically noteworthy publications and may be presented by Sponsor at international conferences (e.g. ASHG, AMP, SfN , without limitation).

Winner shall be required to promptly submit to Sponsor all data generated as a result of the experiment contemplated by the winning Proposal, and to submit all manuscripts, together with associated raw data, related to such experiment to Sponsor for review and comment promptly prior to publication, and no later than the date of completion of the first round of scientific reviews, but earlier if desired. If the Winner does not publish the results of such experiment within one (1) year of completion, Sponsor shall have the right to publish such data on its website and in its distributed materials at Sponsor's discretion.

INDEMNITY, DISCLAIMER AND LIMITATION OF LIABILITY

By participating in the Challenge, each Participant agrees on behalf of itself and, where applicable, the Participant's institution or company to release, discharge, indemnify and hold harmless the Sponsor and their respective affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in the Challenge or the acceptance, possession, use or misuse of the Prize. The Sponsor has not made, either expressly or by implication or otherwise, any warranty, representation, or guarantee, in fact or in law, with respect to the Prize, including, without limitation, with respect to such Prize's quality or fitness for a particular purpose. THE SPONSOR IS NOT RESPONSIBLE FOR LOST, LATE, STOLEN, INCOMPLETE, ILLEGIBLE, INACCURATE, UNDELIVERED, DELAYED OR MISDIRECTED ENTRIES OR SUBMISSIONS, OR FOR ANY COMPUTER, THE INTERNET, EMAIL, TELEPHONE OR TECHNICAL MALFUNCTIONS OR DELAYS, OR FOR ANY HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES OR SUBMISSIONS, OR FOR

INACCURATE TRANSCRIPTION OF SUBMISSION INFORMATION, OR FOR INABILITY OF THE CHALLENGE OR WINNING PROPOSAL TO BE CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES. IN NO EVENT SHALL THE SPONSOR OR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN CONJUNCTION WITH PARTICIPATION IN THE CHALLENGE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THE SPONSOR'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SCIENTIFIC CHALLENGE SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE PRIZE.

MISCELLANEOUS

The Sponsor reserves the right to suspend, modify, cancel or terminate the Challenge without advance notice, including, without limitation, in the event of any act, occurrence or reason that it believes would compromise the legality, integrity, administration or fairness of the Challenge. If one or more provisions of these terms and conditions are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and enforceable. These terms and conditions are governed by and shall be construed by the laws of the State of Connecticut, USA, without application of its choice of law principles. Should there be a conflict between the laws of the State of Connecticut and any other laws, the conflict will be resolved in favor of the laws of the State of California. The failure of the Sponsor to comply with any provision of these terms and conditions due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the control of the Sponsor, shall not be considered a breach of these terms and conditions.