



Biolog Inc.  
21124 Cabot Blvd.  
Hayward, CA 94545  
(800) 284 4949

Lab Services  
125 Sandy Dr.  
Newark, DE 19713  
(302) 737 4297

## **Complimentary Sequencing for MALDI TOF - Terms and Conditions**

These terms and conditions ("Terms") govern the provision of complimentary sequencing services for samples analyzed using Matrix-Assisted Laser Desorption/Ionization Time of Flight (MALDI TOF) technology by Biolog, Inc. ("Provider") to its customers ("Customer"). By submitting a sample for complimentary sequencing, the Customer agrees to adhere to these Terms:

### **1. Eligibility for Complimentary Sequencing**

- a. Complimentary sequencing services are available to all Customers who meet the following criteria:
  - i. The sample has been previously analyzed using MALDI TOF technology by the Provider.
  - ii. The sample yields a MALDI TOF spectrum with at least one detectable peak.
  - iii. Complimentary sequencing is not available for samples of Enteric Bacteria.

### **2. Sample Submission**

- a. Customer must submit the sample in accordance with the Provider's standard sample submission guidelines.
- b. The Customer is responsible for ensuring that the sample is properly labeled and securely packaged to prevent any damage during transit.

### **3. Complimentary Sequencing Procedure**

- a. Provider will perform complimentary sequencing only on samples that meet the eligibility criteria specified in Section 1 of these Terms.
- b. The sequencing method and timeline for the complimentary service will be determined by the Provider and communicated to the Customer upon sample acceptance.

### **4. Results and Reporting**

- a. Provider will deliver the sequencing results to the Customer in a format agreed upon during the sample submission process.

### **5. Additional Fees**

- a. The Provider reserves the right to charge additional fees for the following circumstances:
  - i. If the Customer requests expedited sequencing services.
  - ii. If the sequencing results require additional analysis or interpretation beyond the scope of the complimentary service.
  - iii. If the Customer submits a sample that does not meet the eligibility criteria specified in Section 1 of these Terms.

## **6. Limitation of Complimentary Services**

- a. Complimentary sequencing services are subject to availability and may be limited by the Provider based on their discretion.
- b. The Provider reserves the right to terminate or modify the complimentary sequencing service at any time without prior notice.

## **7. Confidentiality**

- a. The Provider will maintain the confidentiality of all data and information related to the Customer's sample and sequencing results in accordance with applicable data protection and privacy laws.

## **8. Data Usage**

- a. The Provider may use the data generated during the complimentary sequencing service for internal research and development purposes, provided that the data is anonymized and does not reveal the identity of the Customer or the sample source.

## **9. Indemnification**

- a. The Customer agrees to indemnify and hold the Provider harmless from any claims, damages, or liabilities arising from the use of the complimentary sequencing services.

## **10. Governing Law**

- a. These Terms shall be governed by and construed in accordance with the laws of Delaware, and any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Delaware.

## **11. Amendments**

- a. The Provider reserves the right to modify or amend these Terms at any time. Any changes will be communicated to the Customer in writing or through the Provider's official communication channels.

**12.** By submitting a sample for complimentary sequencing, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions. These Terms are effective as of the date of submission and will remain in effect until further notice by the Provider.