**IL DIRETTORE DELLA STRUTTURA INNOVAZIONE E SISTEMI COMPLESSI**

**DISPOSIZIONE N.** **3**

**DI DATA:** **21/01/2022**

**OGGETTO:** **TRATTATIVA DIRETTA MEPA - ACQUISTO DI UNO STRUMENTO ISCAN® SYSTEM PER LA PIATTAFORMA DI GENOMICA ED EPIGENOMICA DELL'ENTE - CIG 9061867935, CUP J96C18000280008 - AFFIDAMENTO DEL CONTRATTO E IMPEGNO DI SPESA**

☑ Pubblicazione ai sensi dell'art. 23 c.1 del D.Lgs. 33/2013

Visto riservato alla Sezione Amministrazione e Personale

☐ non comporta impegno di spesa

Firmato digitalmente da POTOCCO ELENA

☑ impegno 35/2022

☐ accertamento

## IL DIRETTORE DELLA STRUTTURA INNOVAZIONE E SISTEMI COMPLESSI

**VISTO** il protocollo d'intesa siglato tra Regione Friuli-Venezia-Giulia, Ministero dell'Istruzione, Università e Ricerca (MIUR) e il Ministero dello Sviluppo Economico (MISE) in data 01 marzo 2018, tramite il quale le parti concordano nell'identificare come finalità generale dell'intesa lo sviluppo economico del territorio attraverso l'innovazione, da realizzarsi con la creazione di un sistema strategico denominato ARGO;

**ATTESO** che Area Science Park, all'interno dell'Istituto Ricerca e Tecnologie, ha sviluppato la Piattaforma di Genomica ed Epigenomica (di seguito "Piattaforma");

**DATO ATTO** che, in tale contesto, Area Science Park intende promuovere sinergie tra attori regionali, nazionali e internazionali, sia pubblici che privati, e avviare lo sviluppo di progetti in collaborazione al fine di integrare e ottimizzare risorse, conoscenze ed esperienze nei settori della ricerca e sviluppo nel campo della genomica e dell'epigenomica;

**RICHIAMATA**, in tal senso, la deliberazione n. 74 di data 21 settembre 2020 del Consiglio di Amministrazione, che ratificava la determinazione del Presidente di data 1° settembre 2020, n. 12, che autorizzava la sottoscrizione di un accordo tra Area Science Park e l'Istituto Neurologico Mediterraneo Neuromed, un Istituto di Ricovero e Cura a Carattere Scientifico (I.R.C.C.S.), inteso ad avviare una collaborazione con Area Science Park finalizzata ad approfondire e valutare, in particolare, le possibilità offerte dalla Piattaforma ARGO Sud quale catalizzatore di attività e servizi con reali ricadute sulla ricerca scientifica e industriale del Mezzogiorno nell'ambito dell'estensione nazionale del Sistema ARGO ad altre regioni e in un'ottica di allargamento della rete di partner di eccellenza dell'Ente in relazione all'utilizzo della Piattaforma;

**DATO ATTO** che, nell'ambito dell'accordo sopra menzionato, si sta completando il progetto pilota di metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti Covid;

**CONSIDERATO**:

- che per lo svolgimento dell'attività sopra descritta, la Piattaforma ha avuto la necessità di dotarsi di strumentazione adeguata allo scopo;
- che da un'analisi effettuata da un esperto qualificato nella materia, è risultato che l'unica strumentazione disponibile sul mercato rispondente alle esigenze del progetto pilota è lo strumento iScan® System (110/220V) SY-101-1001 della ditta Illumina Italy S.r.l., come riportato nella relazione tecnica (Allegato 2) al presente provvedimento;
- che con disposizione n. 31 di data 29/03/2021 con oggetto APPROVAZIONE ACCORDO PER LA VALUTAZIONE DELLO STRUMENTO ISCAN SYSTEM (Allegato 1) il direttore dell'istituto RET ha dato atto di approvare e sottoscrivere l'allegato documento per la valutazione dello strumento iScan® System (110/220V) SY-101-1001 per un periodo di 6 mesi (a partire dal 29 marzo 2021, data di sottoscrizione dell'accordo di cui all'Allegato 3) a titolo gratuito , con un'opzione non vincolante di acquisto dello strumento al termine del periodo stesso;

- in data 02/12/2021 con lettera a firma del direttore Stephen Taylor, è stata inoltrata alla ditta Illumina Italy S.r.l. la richiesta di proroga del termine di valutazione gratuita al 31 Gennaio 2022 (Allegato 4);
- la stessa è stata accettata dalla ditta Illumina Italy S.r.l con la firma congiunta di un addendum all'accordo in essere firmato dalle parti (Allegato 5), nel quale si conferma la messa a disposizione dello strumento iScan® System (110/220V) SY-101-1001 sino al 31 gennaio 2022, mantenendo inalterate le restanti condizioni contrattuali;

**DATO ATTO**:

- che lo strumento iScan® System (110/220V) SY-101-1001 rappresenta uno strumento non solo fondamentale per la conclusione del progetto pilota richiamato sopra ma pure uno strumento che amplia e completa la capacità del laboratorio stesso di svolgere ulteriori studi nell'ambito della metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti Covid;
- che si rende necessario, pertanto, l'acquisto dello strumento sopramenzionato esercitando la "Condition 13. Purchase Option" prevista dall'accordo sottoscritto di cui Allegato 3;
- Che la ditta Illumina Italy srl ha allegato all'accordo aggiornato un preventivo di vendita dello strumento (ALLEGATO 6), offrendo un prezzo di euro 60.000,00 IVA esclusa, pari a euro 73.200,00 IVA compresa;

**PRESO ATTO:**

- che l'indagine svolta in occasione del nolo è tuttora valida e che ad oggi non sono presenti soluzioni simili;
- che la disponibilità dello strumento negli ultimi 6 mesi ha permesso il training e la formazione specifica del personale di laboratorio, accrescendo la capacità dello stesso e riducendo significativamente gli eventuali costi di formazione su strumentazione diversa.

**RICHIAMATI** gli art. 70 e 81 del Regolamento per l'amministrazione, finanza e contabilità dell'Ente, emanato con Determinazione del Presidente n. 3 di data 29/01/2021;

**VISTO** l'art. 1, comma 2, lettera a), del D.L. 76 del 16/07/2020, come convertito dalla legge n. 120/2020 e successivamente modificato dalla legge n. 108/2021, che prevede l'affidamento diretto, anche senza consultazione di più operatori economici, per servizi e forniture di valore inferiore a euro 139.000, IVA esclusa;

**RICHIAMATO** l'art. 1, comma 450, della legge 27 dicembre 2006, n. 296, come modificato dal D.L. 7 maggio 2012, n. 52, nella formulazione introdotta dalla legge di conversione 6 luglio 2012, n. 94 e s.m.i., in merito all'obbligo da parte delle amministrazioni pubbliche di fare ricorso al MePA per acquisti di beni e servizi di importo pari o superiore a euro 5.000,00;

**RITENUTO:**

- di procedere, ai sensi dell'art. 1, comma 2, lettera a), del D.L. 76 del 16/07/2020, come convertito dalla legge n. 120/2020 e successivamente modificato dalla legge n. 108/2021, all'affidamento in

parola alla ditta Illumina Italy s.r.l., Viale Certosa 218, Quartiere Garegnano, 20156 Milano (MI), C. F. e P. IVA 06814140965, al prezzo di euro 60.000,00 IVA esclusa, pari a euro 73.200,00 IVA compresa, alle condizioni di cui al preventivo sopra indicato, mediante Trattativa diretta nell'ambito del portale MePA;

- di approvare e sottoscrivere le condizioni particolari di contratto, allegate alla presente disposizione per farne parte integrante e sostanziale;
- di impegnare l'importo di euro 73.200,00 IVA compresa, sul cap. 2202 del bilancio 2022, cod. prog. 99192, che presenta la necessaria disponibilità;

**DATO ATTO:**

- che il codice CIG (Codice Identificativo Gara) della procedura è 9061867935 e il CUP (Codice Unico Progetto) è J96C18000280008;
- che il responsabile del presente procedimento è il sottoscritto Direttore della Struttura Innovazione e Sistemi Complessi;
- che sono in corso le verifiche in merito al possesso dei requisiti generali di cui all'art. 80 del D.Lgs. n. 50/2016 in capo all'affidatario del servizio, cui il presente affidamento è risolutivamente condizionato;

**RITENUTO** di procedere alla stipulazione del contratto in pendenza delle suddette verifiche, al fine di garantire la continuità delle attività legate all'utilizzo dello strumento iScan, e nel rispetto delle tempistiche previste per l'affidamento diretto ai sensi dell'art. 1, comma 2, lettera a), del D.L. 76 del 16/07/2020, come convertito dalla legge n. 120/2020 e successivamente modificato dalla legge n. 108/2021;

**CONSIDERATO** che le attività sopra citate vengono realizzate nell'ambito del progetto 99192 ARGO Piattaforme Tecnologiche di competenza dell'Istituto Ricerca e Tecnologie;

**RICHIAMATI** i seguenti provvedimenti**:**

- la disposizione del Direttore Generale n. 331 del 21 settembre 2018, relativa al conferimento al Dott. Stephen John Taylor dell'incarico di Direttore del Servizio Innovazione e Sistemi Complessi di Area Science Park;
- l'Ordine di Servizio n. 2 di data 10 marzo 2020 che dà attuazione alla nuova articolazione organizzativa dell'ente, all'attribuzione degli incarichi di responsabili di ufficio e all'assegnazione delle risorse umane all'interno delle strutture, sezioni e istituti, assegnando al sottoscritto l'incarico di Direttore della Struttura Innovazione e Sistemi Complessi;
- la disposizione del Direttore Generale di data 17 gennaio 2022, n. 3, relativa all'"assegnazione dei progetti ed attribuzione della relativa capacità di spesa" e all'"aggiornamento assegnazione dei progetti ed attribuzione della relativa capacità di spesa al direttori di struttura, sezione e istituto",

che attribuiscono la responsabilità di gestione delle entrate e delle spese ai direttori dell'Ente delegati;

**DISPONE**

- di procedere, ai sensi dell'art. 1, comma 2, lettera a), del D.L. 76 del 16/07/2020, come convertito dalla legge n. 120/2020 e successivamente modificato dalla legge n. 108/2021, all'affidamento in parola alla ditta Illumina Italy s.r.l., Viale Certosa 218, Quartiere Garegnano, 20156 Milano (MI), C. F. e P. IVA 06814140965, al prezzo di euro 60.000,00 IVA esclusa, pari a euro 73.200,00 IVA compresa, alle condizioni di cui al preventivo sopra indicato, mediante Trattativa diretta nell'ambito del portale MePA;
- di approvare e sottoscrivere le condizioni particolari di contratto, allegate alla presente disposizione per farne parte integrante e sostanziale;
- di impegnare l'importo di euro 73.200,00 IVA compresa, sul cap. 2202 del bilancio 2022, cod. prog. 99192, che presenta la necessaria disponibilità;
- di dare atto che le attività sopra descritte attengono alle attività istituzionali dell'Ente.

IL DIRETTORE DELLA STRUTTURA
INNOVAZIONE E SISTEMI COMPLESSI

Stephen John Taylor

Firmato digitalmente da
TAYLOR STEPHEN JOHN
Data: 2022.01.21 09:15:14
+01'00'

ELENCO ALLEGATI:

- Condizioni particolari di contratto;
- Allegato 1. DISPOSIZIONE N. 31 DI DATA 29/03/2021 – APPROVAZIONE ACCORDO PER LA VALUTAZIONE DELLO STRUMENTO ISCAN SYSTEM;
- Allegato 2. Relazione tecnica;
- Allegato 3. ILLUMINA EQUIPMENT EVALUATION TO PURCHASE AGREEMENT RESEARCH USE ONLY EQUIPMENT - Documento di accordo per la valutazione dello strumento iScan® System (110/220V) SY-101-1001;
- Allegato 4. Richiesta di proroga periodo di valutazione gratuita;
- Allegato 5. Accettazione della proroga da parte della ditta Illumina Italy S.r.l.;
- Allegato 6. Preventivo fornitura iScan;

**IL DIRETTORE DELL'ISTITUTO RICERCA E TECNOLOGIE**

**DISPOSIZIONE N.** **31**

**DI DATA:** **29/03/2021**

**OGGETTO:** **APPROVAZIONE ACCORDO PER LA VALUTAZIONE DELLO STRUMENTO ISCAN SYSTEM**

Visto riservato alla Sezione Amministrazione e Personale

☑ non comporta impegno di spesa

☐ impegno

☐ accertamento

MEZZETTI BARBARA

Firmato digitalmente da MEZZETTI BARBARA
Data: 2021.04.06 12:12:37 +02'00'

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ISO 9001:2015

**IL DIRETTORE DELL'ISTITUTO RICERCA E TECNOLOGIE**

**ATTESO** che Area Science Park, all'interno dell'Istituto Ricerca e Tecnologie, ha sviluppato la Piattaforma di Genomica ed Epigenomica (di seguito "Piattaforma");

**DATO ATTO** che, in tale contesto, Area Science Park intende promuovere sinergie tra attori regionali, nazionali e internazionali, sia pubblici che privati, e avviare lo sviluppo di progetti in collaborazione al fine di integrare e ottimizzare risorse, conoscenze ed esperienze nei settori della ricerca e sviluppo nel campo della genomica e dell'epigenomica;

**RICHIAMATA**, in tal senso, la deliberazione n. 74 di data 21 settembre 2020 del Consiglio di Amministrazione, che ratificava la determinazione del Presidente di data 1° settembre 2020, n. 12, che autorizzava la sottoscrizione di un accordo tra Area Science Park e l'Istituto Neurologico Mediterraneo Neuromed, un Istituto di Ricovero e Cura a Carattere Scientifico (I.R.C.C.S.), inteso ad avviare una collaborazione con Area Science Park finalizzata ad approfondire e valutare, in particolare, le possibilità offerte dalla Piattaforma ARGO Sud quale catalizzatore di attività e servizi con reali ricadute sulla ricerca scientifica e industriale del Mezzogiorno nell'ambito dell'estensione nazionale del Sistema ARGO ad altre regioni e in un'ottica di allargamento della rete di partner di eccellenza dell'Ente in relazione all'utilizzo della Piattaforma;

**DATO ATTO** che, nell'ambito dell'accordo sopra menzionato, si intende procedere alla realizzazione di un progetto pilota di metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti Covid;

**CONSIDERATO** che:

- per lo svolgimento dell'attività sopra descritta, la Piattaforma ha la necessità di dotarsi di strumentazione adeguata allo scopo;
- da un'analisi effettuata da un esperto qualificato nella materia, è risultato che l'unica strumentazione disponibile sul mercato rispondente alle esigenze del progetto pilota è lo strumento iScan® System (110/220V) SY-101-1001 della ditta Illumina Italy S.r.l., come riportato nella relazione tecnica allegata sub 1 al presente provvedimento;

**DATO ATTO**, pertanto, che risulta di interesse applicare e testare lo strumento iScan® System (110/220V) SY-101-1001 alla realizzazione del progetto pilota sopra descritto e che, a tal fine, in data 28/12/2020 è stata sottomessa alla ditta Illumina Italy S.r.l. una richiesta di visione e valutazione dello strumento per un periodo di 6 mesi;

**CONSIDERATO** che la ditta Illumina Italy S.r.l. ha approvato la richiesta di Area Science Park, confermando la messa a disposizione dello strumento iScan® System (110/220V) SY-101-1001 per un periodo di 6 mesi a titolo gratuito, con un'opzione non vincolante di acquisto dello strumento al termine del periodo stesso;

**PRESA VISIONE** del documento di accordo in allegato per la valutazione dello strumento e ritenuto di approvarlo e di sottoscriverlo con la società Illumina Italy S.r.l.;

**RICHIAMATE**:

- la Deliberazione del Consiglio di Amministrazione di data 19 dicembre 2019, n. 90, con la quale è stata approvata la nuova articolazione organizzativa dell'Ente, articolata in Strutture di Servizio e di ricerca scientifica e tecnologica e in Sezioni e Istituti;

- la successiva Deliberazione del Consiglio di Amministrazione di data 26 febbraio 2020, n. 13, con la quale è stata approvata la revisione di alcune responsabilità attribuite alle Strutture dell'Ente di cui alla precedente deliberazione;

- l'allegato 1 all' Ordine di Servizio di data 10 marzo 2020 n. 2/2020, con il quale sono assegnate responsabilità e le risorse umane all'interno delle Strutture, Sezioni e Istituti;

- la disposizione del Direttore Generale n. 67 del 12/02/2020 che ha affidato al sottoscritto dipendente l'incarico di Direttore dell'Istituto Ricerca e Tecnologie;

**DISPONE**

- di approvare e sottoscrivere l'allegato documento per la valutazione dello strumento iScan® System (110/220V) SY-101-1001 per un periodo di 6 mesi a titolo gratuito;
- di dare atto che le attività sopra descritte attengono alle attività istituzionali dell'Ente.

Il Direttore dell'Istituto Ricerca e Tecnologie

Stefano Cozzini

Firmato digitalmente da: STEFANO COZZINI
Limitazioni d'uso: Explicit Text: Certificate issued through Sistema Pubblico di Identità Digitale (SPID) digital identity, not usable to require other SPID digital identity
Data: 29/03/2021 10:30:04

ELENCO ALLEGATI:

Allegato 1. Relazione tecnica

Allegato 2. Documento di accordo per la valutazione dello strumento iScan® System (110/220V) SY-101-1001

# Piattaforma di Genomica ed Epigenomica

## RELAZIONE TECNICA PER LA VISIONE E VALUTAZIONE DI UNO STRUMENTO PER ANALISI DI GENOTIPIZZAZIONE

## 1. Introduzione

La Piattaforma di Genomica ed Epigenomica si configura come un laboratorio aperto che, attraverso l'integrazione, il potenziamento strumentale e la messa a sistema delle risorse già presenti nei Laboratori attivi sul territorio regionale, rappresenta un *asset* al servizio di diversi *stakeholder* pubblici e privati ed elemento di attrazione sia per ampie *community* di ricercatori sia per un mercato aperto di utilizzatori posizionati a diversi livelli della filiera del settore (IRCSS, Aziende Ospedaliere, Imprese).

Le attività della Piattaforma di Genomica ed Epigenomica sono suddivise in due macro-aree principali:

- Attività di Supporto alla Ricerca, rivolta alle comunità di ricercatori che lavorano in campo umano, vegetale e animale con funzioni strumentali all'avanzamento della ricerca di base, traslazionale e clinica;
- Attività di Supporto all'Assistenza Sanitaria, rivolta ad Aziende ospedaliere, IRCSS e imprese per offrire processi, prodotti e servizi innovativi nel campo della genomica ed epigenomica, a supporto della diagnostica clinica.

La Piattaforma ha la propria sede principale presso il Campus di AREA Science Park e unità specializzate presso altre sedi, secondo un modello di funzionamento che prevede che strumentazione e competenze divengano patrimonio tecnologico comune dei soggetti che ne condividono le finalità.

## 2. Finalità del Progetto

La finalità del Progetto consiste nel potenziamento dell'infrastruttura tecnologica dedicata alla Genomica ed Epigenomica, che consenta di espandere le attività di ricerca in aree rilevanti per potenziale innovativo e di impiegare la strumentazione e le competenze per effettuare attività di ricerca/*service* conto terzi, dando vita, in prospettiva, a una struttura in grado di autoalimentarsi ed autopromuoversi attirando a sé sempre più risorse e competenze presenti sul territorio regionale nazionale ed internazionale.

La Piattaforma aggrega soggetti posizionati in diversi livelli della filiera della ricerca del settore (Aziende Ospedaliere, IRCCS, Imprese): le attività ospitate presso la Piattaforma sono caratterizzate sia da collaborazioni scientifiche nella ricerca di base che da una forte integrazione "verticale" tra ricerca di base, clinica e industriale, con l'obiettivo di abbreviare i tempi di ricaduta dei risultati della ricerca genomica di base ad applicazioni diagnostiche e terapeutiche.

La Piattaforma intende espandere la strumentazione presente presso i laboratori, valutando l'adozione di uno strumento adatto alla realizzazione di un progetto pilota di metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti Covid, frutto dell'accordo in corso tra l'Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park e l'Istituto Neurologico Mediterraneo - Neuromed S.r.l. Il progetto pilota, su cui risulta di interesse applicare e valutare la nuova strumentazione, riguarda in particolare l'analisi di 4.000 dei 28.000 campioni della biobanca in esame.

## 3. Caratteristiche Tecniche del Prodotto da valutare

Al fine di garantire l'analisi di metilazione e genotipizzazione dei campioni del progetto pilota sopra descritto, la strumentazione da esaminare deve rispondere alle seguenti caratteristiche tecniche:

- **Fonte laser per eccitare due lunghezze d'onda di 532 nm e 658nm.**
- **Capacità di risoluzione dei pixer fino a 0.53 micron.**
- **Capacità di lettura di microsfere ordinate su cui avvengano specifiche reazioni ligando / antigene come meccanismo di rilevamento**: la lettura deve essere accoppiata ad un adeguato sistema di decodifica del segnale.
- **Capacità di determinare la presenza di più sequenze nucleotidiche di interesse in più campioni preservando l'identità di ciascun campione, contattando i campioni con una pluralità di set di sonde**: le sonde devono essere progettate per indicare la presenza delle sequenze di interesse e l'identità; devono essere forniti anche kit di set di sonde da utilizzare nei metodi; le applicazioni del metodo devono includere la genotipizzazione, l'analisi dell'espressione e l'identificazione di singole specie in campioni complessi.
- **Capacità di rilevare acidi nucleici mediante primer universali:** il sistema deve essere compatibile con saggi sensibili e accurati per la genotipizzazione con un minimo o assenza di amplificazione specifica del bersaglio.
- **Capacità di amplificare il segnale di rilevamento generato in una reazione di ibridazione.**

## 4. Analisi dei Requisiti

Le principali ditte produttrici, attive nel segmento di mercato degli strumenti di analisi di metilazione e genotipizzazione tramite microarrays, sono elencate nella tabella seguente, in cui viene riportata anche la rispondenza di ciascuno strumento rispetto ai requisiti tecnici richiesti.

| Caratteristica tecnica | Illumina iScan® System | Agilent G2565BA microarray scanner | ThermoFisher GeneChip™ Scanner 3000 7G | INNOPSYS InnoScan 1100 |
|---|---|---|---|---|
| **Fonte Laser per 532 nm e 658nm** | Presente | Presente | Solo 532 nm | Presente |
| **Risoluzione pixer 0.5** | Compatibile | No,risoluzione massima dichiarata 2 micron Pixel | Compatibile | Compatibile |
| **Capacità di lettura di microsfere** | Compatibile | Assente | Assente | Assente |
| **Capacità di determinare la presenza di più sequenze nucleotidiche di interesse in più campioni** | Compatibile | Compatibile | Compatibile | Compatibile |

| | | | | |
|---|---|---|---|---|
| **Capacità di rilevare acidi nucleici mediante primer universali** | Compatibile | Compatibile | Compatibile | Parziale |
| **Capacità di amplificare il segnale di rilevamento** | Compatibile | Compatibile | Compatibile | Compatibile |

**Tabella 1. Confronto caratteristiche strumenti in relazione ai requisiti richiesti**

Dall'analisi svolta emerge che, ad oggi, gli scanner corrispondenti ai requisiti richiesti risultano essere quelli prodotti dalla ditta Illumina. In particolare, il sistema iScan® risponde a tutti i requisiti descritti nel paragrafo 3. Di seguito viene riassunta la verifica rispetto alle caratteristiche tecniche identificate effettuata basandosi sulla documentazione tecnica di riferimento.

| Caratteristica tecnica Illumina iScan® System | Risultato della verifica | Evidenza documentale |
|---|---|---|
| **Fonte Laser per 532 nm e 658nm** | Presente | Iscan-data-sheet-970-2011-004.pdf<br>Table 3: iScan System specifications |
| **Risoluzione pixer 0.5** | Confermata | Iscan-data-sheet-970-2011-004.pdf<br>Table 3: iScan System specifications |
| **Capacità di lettura di microsfere** | Confermata | Brevetto EP1240498B1 |
| **Capacità di determinare la presenza di più sequenze nucleotidiche di interesse in più campioni** | Confermata | Brevetto EP2510126B1 |
| **Capacità di rilevare acidi nucleici mediante primer universali** | Confermata | Brevetto EP1990428B1 |
| **Capacità di amplificare il segnale di rilevamento** | Confermata | Brevetto EP2246438B1 |

**Tabella 2. Verifica caratteristiche tecniche Illumina iScan® System in relazione ai requisiti richiesti**

## 5. Conclusioni

Considerando lo scopo del Progetto, che è quello di valutare lo stato di metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti, le strumentazioni già presenti nei laboratori della Piattaforma di Genomica ed Epigenomica e le caratteristiche tecniche richieste, l'analisi tecnica e di mercato svolta ha evidenziato che la strumentazione Illumina iScan® System risulta infatti l'unica in grado di rispondere in modo adeguato a tutte le caratteristiche tecniche richieste individuate al punto 3 della relazione e, pertanto, ne viene consigliata la valutazione operativa ai fini dello svolgimento del progetto pilota precedentemente descritto.

Si precisa inoltre che la tecnologia identificata come rispondente alle esigenze di progetto, nonché i metodi eseguiti attraverso la tecnologia medesima, sono coperti dai seguenti brevetti europei: EP1240498B1, EP2510126B1, EP1990428B1, EP2246438B1, come da dichiarazione allegata.

26/03/2021

Firma

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illumina

**CERTIFICATO**
**CERTIFICATE**

Area di Ricerca Scientifica e Tecnologica di Trieste –
Area Science Park,
Padriciano n. 99,
34149 Trieste

A MEZZO POSTA ELETTRONICA
SENT BY EMAIL

22.02.2021

A chi di competenza,
To whom it may concern,

Con la presente attestiamo e certifichiamo che Illumina è l'unico produttore legittimo dei prodotti elencati di seguito, compatibili con la tecnologia microrray di Illumina:
Hereby we attest and certify that Illumina is the sole legal manufacturer of the product(s) listed below, compatible with Illumina's microarray technology:

| **Codice prodotto**<br>**Product reference** | **Nome del prodotto**<br>**Product name** |
|---|---|
| 15012862 | ISCAN System |

L'esclusività dei componenti utilizzati nella, e con, la tecnologia microarray di Illumina e dei metodi eseguiti attraverso la tecnologia medesima, è garantita da uno o più dei seguenti brevetti europei: EP1240498B1, EP2510126B1, EP1190100B1, EP2360270B1, EP1259643B1, EP1990428B1, EP2246438B1, EP1923471B1.
The exclusivity for the components used in and with Illumina's microarray technology and for the methods performed through the same technology, is provided by one or more of the following European Patents:
EP1240498B1, EP2510126B1, EP1190100B1, EP2360270B1, EP1259643B1, EP1990428B1, EP2246438B1, EP1923471B1.

N.B.: quanto sopra riportato è un elenco indicativo, non esaustivo, di brevetti europei.
Note that the above is an indicative, non-exhaustive, list of European Patents.

Si precisa che, quando l'elenco dei prodotti sopra riportato include sistemi Illumina, in base alla garanzia dell'hardware Illumina e ai termini e condizioni del contratto di assistenza, solo personale Illumina o di terze parti autorizzate da Illumina (se e quando applicabile), potrá riparare i sistemi Illumina. In caso contrario Illumina potrebbe invalidare la garanzia o il contratto di assistenza.

It is clarified that when the above product list contains Illumina systems, according to Illumina's basic hardware warranty and service contract terms and conditions, only Illumina personnel or third parties authorized by Illumina (if and when applicable), shall repair Illumina systems, otherwise Illumina may invalidate the warranty or service contract.

Cordialmente,

Yours sincerely,

Mark Robinson
Amministratore
Illumina Italy s.r.l.

Mark Robinson
Mark Robinson (Feb 22, 2021 18:11 GMT)

# Sole Source Letter ISCA AREA - 22FEB2021

Final Audit Report 2021-02-22

| | |
|---|---|
| Created: | 2021-02-22 |
| By: | luca pizzocaro (lpizzocaro@illumina.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA795KXxMFxoV3bVrE9_DGsgUuQHgha1F_ |

## "Sole Source Letter ISCA AREA - 22FEB2021" History

Document created by luca pizzocaro (lpizzocaro@illumina.com)
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Document e-signed by Mark Robinson (mrobinson1@illumina.com)
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Agreement completed.
2021-02-22 - 6:11:04 PM GMT

ILLUMINA EQUIPMENT EVALUATION TO PURCHASE AGREEMENT
RESEARCH USE ONLY EQUIPMENT

This Illumina Equipment Evaluation to Purchase Agreement ("**Agreement**") is entered into by and between

Illumina Italy s.r.l., Viale Certosa 218, Quartiere Garegnano, 20156 Milano **("Illumina"):** and

Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park, having a place of business in Trieste, Padriciano n. 99, C.A.P. 34149, C.F. 00531590321 **("Customer")**

and is effective as of the last date of signature found below (the "**Effective Date**"). Illumina and Customer may be individually or collectively referred to as party or parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Illumina and Customer agree as follows:

1. Definitions. All capitalized terms herein shall have the meaning ascribed to them in **Exhibit "A"** unless otherwise defined in this Agreement.

2. Loan of Equipment. Illumina has agreed to loan and Customer borrow from Illumina, all of the Instruments, Hardware and Software, together with any accessories, attachments, accessions or devices now or subsequently affixed to the same (collectively, the "**Equipment**") so that the Customer can determine whether or not it would be interested in purchasing the Equipment. This loan of the Equipment by Illumina to Customer is referred to herein as the "Evaluation Period".

3. Term and Consideration of the Evaluation Period. The term of the Evaluation Period is six (6) months and shall commence on the date of installation of the Equipment at the Customer's location as set out in **Exhibit "C"** (the "**Customer Facility**") to this Agreement ("the **Term**"). Customer acknowledges that it is responsible for ensuring at Customer's sole cost that the Customer Facility meets the site requirements for the Equipment. The loan of the Equipment shall be provided free of charge for the Evaluation Period on the terms and conditions set out in this Agreement.

4. Term of the Agreement. This Agreement shall commence on the Effective Date and shall expire on (i) the date that the Equipment is returned to Illumina's designated facility in accordance with Condition 17; or (ii) the date that the Equipment is sold to the Customer in accordance with Condition 13, whichever is the earlier.

5. Delivery, Removal, Inspection and Reports. Customer acknowledges that the Equipment will be delivered to, and installed at, the Customer Facility. Illumina shall install the Equipment at the Customer Facility at no charge. Illumina will use commercially reasonable efforts to schedule and complete installation within thirty (30) days of delivery of the Equipment to the Customer Facility. Customer shall not move the Equipment from the Customer Facility without the prior written approval of Illumina. Illumina reserves the right to have control over the movement of the Equipment as a condition to any such written approval, and shall be paid reasonable expenses and costs for any such approved move to another location, which shall become the "Customer Facility" for purposes of this Agreement. Illumina shall have the right, upon 3 calendar days prior written notice to inspect the Equipment and to observe its use at the Customer Facility. Customer shall immediately notify Illumina of any damage to or loss of any item of the Equipment and of any accident connected with the malfunctioning or operation of any item of the Equipment, including in each such notice the time, place and nature of the accident, the damage (if any) caused to persons or property, and the names and addresses of any persons injured and of any witnesses.

6. Customer's Acceptance of Equipment. Customer agrees that it will inspect all of the Equipment upon its delivery to Customer, and that all of the Equipment will be presumed to be as specified in Exhibit B, in good condition and repair at the time of its delivery unless Customer delivers a written description of any deficiencies or defects to Illumina within five (5) calendar days after the date of signature of the act of installation of the Equipment.

7. Limited Warranties. TO THE EXTENT PERMITTED BY LAW ILLUMINA MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, ILLUMINA MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE EQUIPMENT FOR CUSTOMER'S INTENDED USES. NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY OF A PARTY OR ITS AFFILIATED ENTITIES FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD.

8. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ILLUMINA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE LOAN OF THE EQUIPMENT, ITS USE, ILLUMINA'S PERFORMANCE OR THIS AGREEMENT, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, ILLUMINA'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT (INCLUDING USE THEREOF) AND ILLUMINA'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE VALUE OF THE EQUIPMENT AS SET OUT AT EXHIBIT "B".

9. Title To Equipment. This is a loan for evaluation purposes only. Title to and ownership of the Equipment shall remain with Illumina at all times (unless and until Customer exercises the purchase option provided herein), and Customer shall not have any right, title or interest in any of the Equipment except as expressly set forth in this Agreement. Customer shall, at its sole expense, protect and defend Illumina's title to the Equipment. The Equipment is and shall remain personal property, irrespective of its use or manner of attachment to realty, and Customer agrees not to permit any of the Equipment to be permanently attached to any realty or to any other personal property. Illumina shall be permitted, at its option, to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate or other indicia of ownership. Customer shall not alter, deface, cover or remove any such ownership identification.

10. Liens; Assignments; Claims. Customer shall (a) keep all of the Equipment free and clear of all liens, encumbrances, claims and security interests, and shall not remove any of the Equipment from the Customer Facility or do or permit anything to be done that might operate to prejudice Illumina's title to and ownership of any of the Equipment; (b) not sell, rent, loan, transfer, deliver, sublease, assign or otherwise dispose of the Equipment or any item thereof to any other person or entity without the prior written consent of Illumina; and (c) comply with all laws, regulations, ordinances, orders, legal decisions, and rules applicable to the Equipment or the use thereof.

11. Use of Equipment and Licensing. Customer agrees that it shall use the Equipment solely in accordance with this Agreement and the Documentation and in conformity with all applicable laws, regulations, ordinances, orders, legal decisions, rules and all applicable permit(s) issued by any regulatory or other governmental agency, and all applicable insurance policies. Customer shall obtain all such licensing and registration of the Equipment as is required by applicable law. Customer shall not permit anyone other than its own authorized agents or employees to use or operate the Equipment. Customer shall make certain that those of its employees and agents that use or operate the Equipment are competent, experienced and properly trained in its use. Customer shall use the Equipment only in its business.

12. Further Assurances. Customer shall execute and deliver to Illumina, upon Illumina's request, any documents, instruments and assurances which directly relate to the implementation and enforcement of this Agreement. Illumina may file or record this Agreement or a financing statement with respect thereto so as to give notice to any interested parties of Illumina's interests.

13. Purchase Option. Customer, on or prior to the end of the Evaluation Period, shall have the option to purchase the Equipment for the amount set out in **Exhibit "B"** as the Customer purchase price**.** If the Customer elects to exercise this purchase option, the Customer must submit to Illumina a purchase order for the Equipment either on or prior to the final day of the Evaluation Period. Irrespective of anything stated to the contrary on that purchase order, the sale of the Equipment shall be made on Illumina's then current terms and conditions of sale for Research Use Products. For the avoidance of doubt, the date

from which the product warranty commences under those terms and conditions shall be the date that the Equipment was installed at the Customer Facility under this Agreement.

14. Risk of Loss. Customer assumes all risk of loss, damage, theft or destruction of the Equipment, regardless of cause (hereinafter, a "Loss") from and after the date of delivery of the Equipment. No Loss shall impair any of the obligations of Customer under this Agreement, all of which shall continue in full force and effect, notwithstanding the Loss. Upon the occurrence of a Loss, Customer, at Illumina's option and Customer's expense, shall either (a) pay Illumina to return the Equipment to a state of good repair, condition and working order; or (b) pay Illumina an amount equal to the list price of the Equipment (as set out at Exhibit "B").

15. Maintenance. Customer shall operate the Equipment in accordance with the Documentation and this Agreement, at its sole expense, with a view to ensuring that the Equipment remains in good operational condition and working order. Customer shall not make or add any repair, alteration, accession or attachment with respect to the Equipment without the prior written consent of Illumina. All additions, attachments, accessions, accessories and repairs at any time made or attached to or placed upon any of the Equipment shall become part of the Equipment and shall be the sole property of Illumina. In the event that the Equipment does not conform to its Specifications during the Term for any reason other than an Excluded Reason, Illumina will, at its option, repair or replace the non-conforming Equipment provided that Illumina can reasonably identify and confirm such non-conformance. The Equipment may be repaired or replaced with functionally equivalent, reconditioned, or new Equipment or components (if only a component of the Equipment is non-conforming).

16. Indemnity. Customer shall indemnify Illumina together with its affiliates and any of its or their directors, employees, agents or subcontractors ("the Indemnified"), against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Indemnified arising out of or in connection with:

a. the Customer's breach or negligent performance or non-performance of this Agreement;

b. the enforcement of this Agreement;

c. any claim made against the Indemnified by a third party arising out of or in connection with the loan of the Equipment, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Customer, its employees, agents or subcontractors;

d. any claim made against the Indemnified by a third party for death, personal injury or damage to property arising out of or in connection with the Equipment, to the extent that such claims are attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

17. Expiry of the Evaluation Period. At the expiration of the Evaluation Period, unless Customer exercises the purchase option provided herein, Customer shall return all of the Equipment to Illumina at the destination Illumina shall direct, at Customer's sole risk and expense. All Equipment so delivered by Customer to Illumina shall be in the same operating order, repair, condition and appearance as on the date the Equipment is delivered at the Customer Facility, except for reasonable wear and tear resulting from authorized use. In the event that the Customer has not either (i) arranged for the return of the Equipment to Illumina in accordance with this Condition 17; or (ii) issued a purchase order for the Equipment in accordance with Condition 13, in each case on or prior to the expiry of the Evaluation Period, Illumina shall be entitled to charge the Customer a monthly fee (akin to a rental payment) for each month that the Equipment remains at the Customer Facility after the expiry of the Evaluation Period. The amount of this monthly fee shall be the amount indicated in Exhibit "B" as the relevant monthly amount. Illumina may invoice the Customer for the relevant monthly amount monthly in advance or at such other periods as it deems appropriate. In the event that the Customer returns the Equipment during a month which has already been invoiced by Illumina in full, then Illumina shall credit the Customer's account with the proportion of that monthly amount which relates to the period falling after the expiry of this Agreement. If payment of the monthly amount is made by the Customer by wire or other electronic funds transfer, Customer is solely responsible for any bank or other fees charges, and will reimburse Illumina for any such fees. Payment of each invoiced amount shall be due thirty (30) days after the date of the relevant invoice. If any payment is not made by the due date Illumina may exercise all rights and remedies available by law, including without limitation, suspending performance and/or exercising any of the remedies expressly permitted by Condition 19 below. Further, Customer shall pay for all costs (including reasonable atttorneys' fees) incurred by Illumina in connection with the collection of late payments. This is a separate, independent transaction, and Customer has no right of set-off against other purchase orders or other transactions with Illumina. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

18. Events of Default. Customer shall be in default under the terms of this Agreement upon the occurrence of any one or more of the following events or conditions (each, an "Event of Default"): (a) default by Customer in the performance of any obligation, covenant or liability contained in this Agreement which is is not capable of remedy or, in circumstances where the breach is capable of remedy, where the Customer has failed to remedy the breach within twenty-one (21) calendar days following receipt of written notice of such breach from Illumina; or (b) any warranty, representation or statement made or furnished to Illumina by or on behalf of Customer, whether in or in connection with this Agreement or otherwise, proving to have been false or misleading in any material respect when made or furnished; or (c) loss, theft, or destruction of, or serious damage to, the Equipment or any part of it, or the attempted sale, loan, lease, transfer, disposal or encumbrance by Customer of the Equipment or any part of it, or the making of any levy, seizure or attachment thereof or thereon; or (d) dissolution, termination of existence, discontinuance of business, insolvency, business failure, or appointment of a receiver of or for any part of the property of Customer, or assignment for the benefit of creditors by Customer, or the commencement of any proceedings under any bankruptcy, insolvency, liquidation, reorganization or similar laws by or against Customer; or (e) repudiation by Customer of this Agreement, or any of Customer's obligations hereunder; or (f) expropriation of the Equipment or any item of the Equipment by any governmental authority, or any action by any governmental authority (whether by law, regulation, ordinance, order, legal decision, rule or otherwise) that would have the effect of repudiating this Agreement, or any of Customer's obligations hereunder, or the effect of restricting Customer's ability to comply with its obligations under this Agreement; or (g) use of the Equipment other than in accordance with the Permitted Use (as defined at Condition 21 below).

19. Remedies of Illumina. Upon the occurrence of any Event of Default and at any time thereafter, Illumina may without further notice to Customer exercise any one or more of the following remedies as Illumina in its sole discretion shall elect: (a) terminate this Agreement and/or Customer's right to possess the Equipment; (b) take possession of the Equipment wherever located, and for this purpose enter upon any premises of Customer and remove the Equipment (provided 3 calendar days prior written notice is provided to the Customer), without incurring any liability to Customer or others thereby and without any suit, action or other proceeding by Illumina, Customer or others; or (c) cause Customer at its expense to promptly return the Equipment to a location specified by Illumina in the same operating order, repair, condition and appearance as on the date the Equipment is installed at the Customer Facility, except for reasonable wear and tear resulting from authorized use.

20. Amendments and Waivers. This Agreement constitutes the entire agreement between Illumina and Customer with respect to the subject matter of this Agreement and supersedes all prior discussions, communications, agreements, and understandings that may have taken place between the parties. No term or provision hereof may be changed, waived, amended or terminated except by a written agreement signed by both Illumina and Customer, except the parties agree that Illumina may insert into Exhibit B the serial or other identification number of any item of Equipment leased hereunder if unknown as of the Effective Date, and may correct any errors in any such numbers in Exhibit B. No Event of Default hereunder shall in any way be waived or deemed waived unless such Event of Default is expressly waived by Illumina in writing. No waiver by Illumina of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or previous Event of Default, whether similar in kind or otherwise.

21. Rights Conferred upon Customer. Unless otherwise expressly stated by Illumina in writing and subject to the terms and conditions of this Agreement, Customer shall have a non-exclusive, non-transferable, non-sublicensable right under Illumina's Core IP to use the Equipment (i) only in the Customer Facility; and (iii) only for Customer's Research Use ("the **Permitted Use**"). Customer acknowledges and agrees that (a) Customer's use of the Equipment in any manner or for any purpose other than the Permitted Use is a breach of this Agreement; (b) actual knowledge by Illumina or Illumina's affiliates, that Customer is using the Equipment in any manner or for any purpose other than the Permitted Use does not (i) waive or otherwise limit any rights that Illumina or Illumina's affiliates may have as a result of such use of the Equipment, including without limitation, any rights or remedies available under this Agreement, at law and/or in equity, (ii) grant Customer a licence to any intellectual property rights owned or licensed by Illumina or Illumina's affiliates whether by implication or otherwise with respect to such use of the Equipment; and (c) any trade usage, course of performance or course of dealing between Illumina and Customer, will not be used to interpret this Agreement, including without limitation the scope of the Permitted Use rights for the Equipment conferred under this Condition 21. Except as expressly stated in this Condition 21 no right or license under any intellectual property rights owned or licensed by Illumina or Illumina's affiliates is or are granted, expressly, by implication, or otherwise, to Customer. It is solely Customer's responsibility to ensure it has all rights necessary for its intended use of the Equipment including without limitation any rights from third parties or rights from Illumina, or Illumina's affiliates, to Application Specific IP (collectively "**Other IP**"). Illumina makes no representation, warranty or undertaking that Customer's intended uses will not infringe the intellectual property

rights of a third party or Application Specific IP of Illumina or Illumina's affiliates and to the extent permitted by law any such representation, warranty or undertaking, howsoever implied is excluded under this Agreement.

22. Research Use Only; Restrictions. The Equipment is labeled For Research Use Only. Customer acknowledges that (i) the Equipment has not been subject to any conformity assessment or declaration of conformity or certified, approved, cleared, or registered by any conformity assessment body or other regulatory entity or under any law or regulation whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Customer must ensure it has undertaken any assessments and made any declarations and has any regulatory certifications, approvals, clearances and registrations that are necessary for Customer's intended uses of the Equipment. Customer further agrees to comply with all applicable laws and regulations when using and maintaining the Equipment.

23. Customer Privacy. Illumina agrees that it shall not sell, trade or otherwise share with any other customer of Illumina any account information of Customer.

24. Publicity. Customer agrees that Illumina may publicly identify Customer as a user of its Equipment or Consumables. Except as expressly provided herein, each party agrees not to disclose any terms of this Agreement to any third party without the consent of the other party, except as is required by securities or other applicable laws, in which case the disclosing party shall in a timely matter notify the other party and seek confidential treatment to the extent available, and permit the other party to take measures to protect the confidentiality thereof.

25. Restrictions.

a. Software. Customer shall not (i) reproduce, modify or create derivative works of the Software, except as expressly permitted in the relevant EULA provided to Customer, (ii) decompile, reverse engineer or otherwise attempt to gain unauthorized access to the Software source code, any Hardware or any component thereof or unbundle any embedded Software from any Hardware, (iii) use the Hardware, component thereof, or the Software for third-party training, commercial time-sharing or service bureau use, or for any purpose other than as expressly authorized in this Agreement, or (iv) cause, authorize or permit any third party to do any of the foregoing.

b. Documentation. Customer shall use the Documentation in accordance with the restrictions set forth therein, which may include but shall not be limited to restrictions against altering, modifying or copying the Documentation or removing the Documentation from the Customer Facility without the prior written approval of Illumina. Any permitted copies of the Documentation shall include Illumina's copyright and other proprietary notices.

c. Illumina Proprietary Information. Customer acknowledges and agrees that the contents of and methods of operation of the Equipment are proprietary to and the trade secrets of Illumina.

d. Reservation of Rights. Illumina reserves all rights not expressly granted in this Agreement, and no licenses are granted by Illumina under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein.

26. Miscellaneous.

a. If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in this Agreement.
b. Customer acknowledges and agrees that the Equipment, or any related technology provided under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Customer agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
c. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested,

postage prepaid (or ten (10) days for international mail); or (c) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

d. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary, by operation of law or otherwise, without the prior written consent of Illumina. Illumina may assign or transfer this agreement to any (i) successor by way of merger, acquisition or sale of all or substantially all of its stock or assets relating to this Agreement, (ii) of its affiliated entities. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

e. This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of Spain. Illumina and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, including any terms in the Documentation.

f. Arbitration. Any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms and conditions, shall be determined by confidential binding arbitration conducted in the English language, to be held in Madrid (Spain) before one arbitrator appointed under the rules of the UNCITRAL Arbitral Rules. In all cases of arbitration hereunder each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrator's fees of arbitration; neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law. The decision of the arbitrator shall be final and binding on the parties, with no recourse to courts or arbitration. The applicable law shall be the Spanish law. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding anything herein to the contrary, any claims or causes of action involving infringement, validity, or enforceability of a party or its affiliate's intellectual property rights are not subject to this arbitration clause.

g. Illumina and Customer shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Illumina's suppliers or subcontractors, transportation difficulties or the shortage of energy, raw materials or equipment. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

h. Customer agrees to reimburse Illumina for all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by Illumina in exercising or enforcing any of its rights or remedies under this Agreement.

i. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates below, but effective as of the Effective Date

| ILLUMINA | Customer |
|---|---|
| By: | By |
| Name: | Name |
| Title: | Title |
| Date: | Date |

**Exhibit A**

**Definitions**

"**Application Specific IP**" means the intellectual property rights owned by or licensed by Seller and Seller's affiliates that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s). Application Specific IP excludes all Core IP. "**Consumables**" means Illumina branded reagents and consumable items that are intended by Illumina to be consumed through the use of Hardware. "**Core IP**" means the intellectual property rights owned or licensed by Seller and Seller's affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use. Application Specific IP and Core IP are separate, non-overlapping, subsets of intellectual property rights owned or licensed by Seller and Seller's affiliates. By way of non-limiting example, Seller and Seller's affiliates' intellectual property rights for non-invasive pre-natal testing, for specific diagnostic methods, for specific forensic methods, and for specific nucleic acid biomarkers, sequences, or combinations of biomarkers or sequences are examples of Application Specific IP. **"Derivative Software"** means any derivative or modification of Software made by Customer as may be permitted by the relevant EULA. "**Documentation**" means user manuals, protocols or other documentation provided by Illumina hereunder or in connection with the Equipment and related to the use and maintenance of the Equipment. Documentation may be provided with the Equipment at the time of shipment or provided electronically from Illumina. **"EULA"** means the software end user license agreement for Software. "**Excluded Reason**" means a non-conformance due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation, Specifications or this Agreement including, for the avoidance of doubt, an Excluded Use, (ii) improper handling, installation, maintenance, or repair (other than if performed by Illumina personnel), (iii) unauthorized alterations, (iv) Force Majeure events, or (v) use with a third party's good not provided by Illumina (unless the Equipment's Documentation or Specifications expressly state such third party's good is for use with the Equipment). "**Hardware**" means the Instruments, accessories or peripherals provided with the Instruments. **"Instrument"** means the instruments being provided hereunder, as specified in Exhibit "B". **"Research Use"** means use for internal research (which includes research services provided by Customer to third parties), **specifically excluding any use that** (a) is not in accordance with the Specifications or Documentation, (b) requires grants of rights or a license to Application Specific IP, (c) is a re-use of a previously used Consumable, (d) to the extent not otherwise permitted by law is the disassembling, reverse-engineering, reverse-compiling, or reverse-assembling of the Equipment, (e) to the extent not otherwise permitted by law is the separation, extraction, or isolation of components of the Equipment or other unauthorized analysis of the Equipment, (f) to the extent not otherwise permitted by law gains access to or determines the methods of operation of the Equipment, (g) is the use of non-Illumina branded reagent/consumables with the Equipment (does not apply if the Specifications or Documentation state otherwise), (h) is the transfer to a third-party of, or sub-licensing of, Software or any third-party software provided by Illumina, or (i) is a clinical, diagnostic, or other non-research use of the Equipment (each of (a) – (i), is referred to as an "**Excluded Use**"). "**Software**" means Illumina branded software (e.g., Hardware operating software, data analysis software). All Software is licensed and not sold and may be subject to additional terms found in the Software's EULA. "**Specifications**" means Illumina's written technical specifications for the Equipment in effect on the date that the Equipment ships from Illumina.

**Exhibit B**

**List of Equipment**

| Catalog # | Product Description | Units | List Price payable for each Unit (in the event Condition 14 applies) | Customer Purchase Price payable for each Unit (in the event Condition 13 applies) | Amount of Monthly Fee Payable for each Unit (in the event Condition 17 applies) |
|---|---|---|---|---|---|
| 15012862 | ISCAN System | 1 | 138.729.00 € | 60.000.00 € | 12812.50 € |

All prices and other amounts set out in this Exhibit B are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon any sale, rental or other transaction as contemplated by this Agreement. In the event Illumina is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the relevant amount set out in this Exhibit B or subsequently invoiced to the Customer.

**Exhibit C**

The Equipment shall be located at:

Area di Ricerca Scientifica
e Tecnologica di Trieste
Area Science Park
Strada Statale 14 km 163
Edificio Q1
Basovizza, 34149
IT

## Piattaforma di Genomica ed Epigenomica

# RELAZIONE TECNICA PER LA VISIONE E VALUTAZIONE DI UNO STRUMENTO PER ANALISI DI GENOTIPIZZAZIONE

## 1. Introduzione

La Piattaforma di Genomica ed Epigenomica si configura come un laboratorio aperto che, attraverso l'integrazione, il potenziamento strumentale e la messa a sistema delle risorse già presenti nei Laboratori attivi sul territorio regionale, rappresenta un *asset* al servizio di diversi *stakeholder* pubblici e privati ed elemento di attrazione sia per ampie *community* di ricercatori sia per un mercato aperto di utilizzatori posizionati a diversi livelli della filiera del settore (IRCSS, Aziende Ospedaliere, Imprese).

Le attività della Piattaforma di Genomica ed Epigenomica sono suddivise in due macro-aree principali:

- Attività di Supporto alla Ricerca, rivolta alle comunità di ricercatori che lavorano in campo umano, vegetale e animale con funzioni strumentali all'avanzamento della ricerca di base, traslazionale e clinica;
- Attività di Supporto all'Assistenza Sanitaria, rivolta ad Aziende ospedaliere, IRCSS e imprese per offrire processi, prodotti e servizi innovativi nel campo della genomica ed epigenomica, a supporto della diagnostica clinica.

La Piattaforma ha la propria sede principale presso il Campus di AREA Science Park e unità specializzate presso altre sedi, secondo un modello di funzionamento che prevede che strumentazione e competenze divengano patrimonio tecnologico comune dei soggetti che ne condividono le finalità.

## 2. Finalità del Progetto

La finalità del Progetto consiste nel potenziamento dell'infrastruttura tecnologica dedicata alla Genomica ed Epigenomica, che consenta di espandere le attività di ricerca in aree rilevanti per potenziale innovativo e di impiegare la strumentazione e le competenze per effettuare attività di ricerca/*service* conto terzi, dando vita, in prospettiva, a una struttura in grado di autoalimentarsi ed autopromuoversi attirando a sé sempre più risorse e competenze presenti sul territorio regionale nazionale ed internazionale.

La Piattaforma aggrega soggetti posizionati in diversi livelli della filiera della ricerca del settore (Aziende Ospedaliere, IRCCS, Imprese): le attività ospitate presso la Piattaforma sono caratterizzate sia da collaborazioni scientifiche nella ricerca di base che da una forte integrazione "verticale" tra ricerca di base, clinica e industriale, con l'obiettivo di abbreviare i tempi di ricaduta dei risultati della ricerca genomica di base ad applicazioni diagnostiche e terapeutiche.

La Piattaforma intende espandere la strumentazione presente presso i laboratori, valutando l'adozione di uno strumento adatto alla realizzazione di un progetto pilota di metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti Covid, frutto dell'accordo in corso tra l'Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park e l'Istituto Neurologico Mediterraneo - Neuromed S.r.l. Il progetto pilota, su cui risulta di interesse applicare e valutare la nuova strumentazione, riguarda in particolare l'analisi di 4.000 dei 28.000 campioni della biobanca in esame.

## 3. Caratteristiche Tecniche del Prodotto da valutare

Al fine di garantire l'analisi di metilazione e genotipizzazione dei campioni del progetto pilota sopra descritto, la strumentazione da esaminare deve rispondere alle seguenti caratteristiche tecniche:

- **Fonte laser per eccitare due lunghezze d'onda di 532 nm e 658nm.**
- **Capacità di risoluzione dei pixer fino a 0.53 micron.**
- **Capacità di lettura di microsfere ordinate su cui avvengano specifiche reazioni ligando / antigene come meccanismo di rilevamento**: la lettura deve essere accoppiata ad un adeguato sistema di decodifica del segnale.
- **Capacità di determinare la presenza di più sequenze nucleotidiche di interesse in più campioni preservando l'identità di ciascun campione, contattando i campioni con una pluralità di set di sonde**: le sonde devono essere progettate per indicare la presenza delle sequenze di interesse e l'identità; devono essere forniti anche kit di set di sonde da utilizzare nei metodi; le applicazioni del metodo devono includere la genotipizzazione, l'analisi dell'espressione e l'identificazione di singole specie in campioni complessi.
- **Capacità di rilevare acidi nucleici mediante primer universali:** il sistema deve essere compatibile con saggi sensibili e accurati per la genotipizzazione con un minimo o assenza di amplificazione specifica del bersaglio.
- **Capacità di amplificare il segnale di rilevamento generato in una reazione di ibridazione.**

## 4. Analisi dei Requisiti

Le principali ditte produttrici, attive nel segmento di mercato degli strumenti di analisi di metilazione e genotipizzazione tramite microarrays, sono elencate nella tabella seguente, in cui viene riportata anche la rispondenza di ciascuno strumento rispetto ai requisiti tecnici richiesti.

| Caratteristica tecnica | Illumina iScan® System | Agilent G2565BA microarray scanner | ThermoFisher GeneChip™ Scanner 3000 7G | INNOPSYS InnoScan 1100 |
|---|---|---|---|---|
| **Fonte Laser per 532 nm e 658nm** | Presente | Presente | Solo 532 nm | Presente |
| **Risoluzione pixer 0.5** | Compatibile | No,risoluzione massima dichiarata 2 micron Pixel | Compatibile | Compatibile |
| **Capacità di lettura di microsfere** | Compatibile | Assente | Assente | Assente |
| **Capacità di determinare la presenza di più sequenze nucleotidiche di interesse in più campioni** | Compatibile | Compatibile | Compatibile | Compatibile |

| | | | | |
|---|---|---|---|---|
| **Capacità di rilevare acidi nucleici mediante primer universali** | Compatibile | Compatibile | Compatibile | Parziale |
| **Capacità di amplificare il segnale di rilevamento** | Compatibile | Compatibile | Compatibile | Compatibile |

**Tabella 1. Confronto caratteristiche strumenti in relazione ai requisiti richiesti**

Dall'analisi svolta emerge che, ad oggi, gli scanner corrispondenti ai requisiti richiesti risultano essere quelli prodotti dalla ditta Illumina. In particolare, il sistema iScan® risponde a tutti i requisiti descritti nel paragrafo 3. Di seguito viene riassunta la verifica rispetto alle caratteristiche tecniche identificate effettuata basandosi sulla documentazione tecnica di riferimento.

| Caratteristica tecnica Illumina iScan® System | Risultato della verifica | Evidenza documentale |
|---|---|---|
| **Fonte Laser per 532 nm e 658nm** | Presente | Iscan-data-sheet-970-2011-004.pdf<br>Table 3: iScan System specifications |
| **Risoluzione pixer 0.5** | Confermata | Iscan-data-sheet-970-2011-004.pdf<br>Table 3: iScan System specifications |
| **Capacità di lettura di microsfere** | Confermata | Brevetto EP1240498B1 |
| **Capacità di determinare la presenza di più sequenze nucleotidiche di interesse in più campioni** | Confermata | Brevetto EP2510126B1 |
| **Capacità di rilevare acidi nucleici mediante primer universali** | Confermata | Brevetto EP1990428B1 |
| **Capacità di amplificare il segnale di rilevamento** | Confermata | Brevetto EP2246438B1 |

**Tabella 2. Verifica caratteristiche tecniche Illumina iScan® System in relazione ai requisiti richiesti**

## 5. Conclusioni

Considerando lo scopo del Progetto, che è quello di valutare lo stato di metilazione di campioni di biobanche e genotipizzazione per *whole genome association study* di pazienti, le strumentazioni già presenti nei laboratori della Piattaforma di Genomica ed Epigenomica e le caratteristiche tecniche richieste, l'analisi tecnica e di mercato svolta ha evidenziato che la strumentazione Illumina iScan® System risulta infatti l'unica in grado di rispondere in modo adeguato a tutte le caratteristiche tecniche richieste individuate al punto 3 della relazione e, pertanto, ne viene consigliata la valutazione operativa ai fini dello svolgimento del progetto pilota precedentemente descritto.

Si precisa inoltre che la tecnologia identificata come rispondente alle esigenze di progetto, nonché i metodi eseguiti attraverso la tecnologia medesima, sono coperti dai seguenti brevetti europei: EP1240498B1, EP2510126B1, EP1990428B1, EP2246438B1, come da dichiarazione allegata.

26/03/2021 Firma

illumina®

**CERTIFICATO**
**CERTIFICATE**

Area di Ricerca Scientifica e Tecnologica di Trieste –
Area Science Park,
Padriciano n. 99,
34149 Trieste

A MEZZO POSTA ELETTRONICA
SENT BY EMAIL

22.02.2021

A chi di competenza,
To whom it may concern,

Con la presente attestiamo e certifichiamo che Illumina è l'unico produttore legittimo dei prodotti elencati di seguito, compatibili con la tecnologia microrray di Illumina:
Hereby we attest and certify that Illumina is the sole legal manufacturer of the product(s) listed below, compatible with Illumina's microarray technology:

| **Codice prodotto**<br>**Product reference** | **Nome del prodotto**<br>**Product name** |
|---|---|
| 15012862 | ISCAN System |

L'esclusività dei componenti utilizzati nella, e con, la tecnologia microarray di Illumina e dei metodi eseguiti attraverso la tecnologia medesima, è garantita da uno o più dei seguenti brevetti europei: EP1240498B1, EP2510126B1, EP1190100B1, EP2360270B1, EP1259643B1, EP1990428B1, EP2246438B1, EP1923471B1.
The exclusivity for the components used in and with Illumina's microarray technology and for the methods performed through the same technology, is provided by one or more of the following European Patents:
EP1240498B1, EP2510126B1, EP1190100B1, EP2360270B1, EP1259643B1, EP1990428B1, EP2246438B1, EP1923471B1.

N.B.: quanto sopra riportato è un elenco indicativo, non esaustivo, di brevetti europei.
Note that the above is an indicative, non-exhaustive, list of European Patents.

Si precisa che, quando l'elenco dei prodotti sopra riportato include sistemi Illumina, in base alla garanzia dell'hardware Illumina e ai termini e condizioni del contratto di assistenza, solo personale Illumina o di terze parti autorizzate da Illumina (se e quando applicabile), potrá riparare i sistemi Illumina. In caso contrario Illumina potrebbe invalidare la garanzia o il contratto di assistenza.

It is clarified that when the above product list contains Illumina systems, according to Illumina's basic hardware warranty and service contract terms and conditions, only Illumina personnel or third parties authorized by Illumina (if and when applicable), shall repair Illumina systems, otherwise Illumina may invalidate the warranty or service contract.

Cordialmente,

Yours sincerely,

Mark Robinson
Amministratore
Illumina Italy s.r.l.

Mark Robinson
Mark Robinson (Feb 22, 2021 18:11 GMT)

# Sole Source Letter ISCA AREA - 22FEB2021

Final Audit Report 2021-02-22

| | |
|---|---|
| Created: | 2021-02-22 |
| By: | luca pizzocaro (lpizzocaro@illumina.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA795KXxMFxoV3bVrE9_DGsgUuQHgha1F_ |

## "Sole Source Letter ISCA AREA - 22FEB2021" History

Document created by luca pizzocaro (lpizzocaro@illumina.com)
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Document e-signed by Mark Robinson (mrobinson1@illumina.com)
Signature Date: 2021-02-22 - 6:11:04 PM GMT - Time Source: server- IP address: 77.96.134.118

Agreement completed.
2021-02-22 - 6:11:04 PM GMT

ILLUMINA EQUIPMENT EVALUATION TO PURCHASE AGREEMENT
RESEARCH USE ONLY EQUIPMENT

This Illumina Equipment Evaluation to Purchase Agreement ("**Agreement**") is entered into by and between

Illumina Italy s.r.l., Viale Certosa 218, Quartiere Garegnano, 20156 Milano **("Illumina"):** and

Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park, having a place of business in Trieste, Padriciano n. 99, C.A.P. 34149, C.F. 00531590321 **("Customer")**

and is effective as of the last date of signature found below (the "**Effective Date**"). Illumina and Customer may be individually or collectively referred to as party or parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Illumina and Customer agree as follows:

1. Definitions. All capitalized terms herein shall have the meaning ascribed to them in **Exhibit "A"** unless otherwise defined in this Agreement.

2. Loan of Equipment. Illumina has agreed to loan and Customer borrow from Illumina, all of the Instruments, Hardware and Software, together with any accessories, attachments, accessions or devices now or subsequently affixed to the same (collectively, the "**Equipment**") so that the Customer can determine whether or not it would be interested in purchasing the Equipment. This loan of the Equipment by Illumina to Customer is referred to herein as the "Evaluation Period".

3. Term and Consideration of the Evaluation Period. The term of the Evaluation Period is six (6) months and shall commence on the date of installation of the Equipment at the Customer's location as set out in **Exhibit "C"** (the "**Customer Facility**") to this Agreement ("the **Term**"). Customer acknowledges that it is responsible for ensuring at Customer's sole cost that the Customer Facility meets the site requirements for the Equipment. The loan of the Equipment shall be provided free of charge for the Evaluation Period on the terms and conditions set out in this Agreement.

4. Term of the Agreement. This Agreement shall commence on the Effective Date and shall expire on (i) the date that the Equipment is returned to Illumina's designated facility in accordance with Condition 17; or (ii) the date that the Equipment is sold to the Customer in accordance with Condition 13, whichever is the earlier.

5. Delivery, Removal, Inspection and Reports. Customer acknowledges that the Equipment will be delivered to, and installed at, the Customer Facility. Illumina shall install the Equipment at the Customer Facility at no charge. Illumina will use commercially reasonable efforts to schedule and complete installation within thirty (30) days of delivery of the Equipment to the Customer Facility. Customer shall not move the Equipment from the Customer Facility without the prior written approval of Illumina. Illumina reserves the right to have control over the movement of the Equipment as a condition to any such written approval, and shall be paid reasonable expenses and costs for any such approved move to another location, which shall become the "Customer Facility" for purposes of this Agreement. Illumina shall have the right, upon 3 calendar days prior written notice to inspect the Equipment and to observe its use at the Customer Facility. Customer shall immediately notify Illumina of any damage to or loss of any item of the Equipment and of any accident connected with the malfunctioning or operation of any item of the Equipment, including in each such notice the time, place and nature of the accident, the damage (if any) caused to persons or property, and the names and addresses of any persons injured and of any witnesses.

6. Customer's Acceptance of Equipment. Customer agrees that it will inspect all of the Equipment upon its delivery to Customer, and that all of the Equipment will be presumed to be as specified in Exhibit B, in good condition and repair at the time of its delivery unless Customer delivers a written description of any deficiencies or defects to Illumina within five (5) calendar days after the date of signature of the act of installation of the Equipment.

7. Limited Warranties. TO THE EXTENT PERMITTED BY LAW ILLUMINA MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, ILLUMINA MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE EQUIPMENT FOR CUSTOMER'S INTENDED USES. NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY OF A PARTY OR ITS AFFILIATED ENTITIES FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD.

8. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ILLUMINA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE LOAN OF THE EQUIPMENT, ITS USE, ILLUMINA'S PERFORMANCE OR THIS AGREEMENT, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, ILLUMINA'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT (INCLUDING USE THEREOF) AND ILLUMINA'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE VALUE OF THE EQUIPMENT AS SET OUT AT EXHIBIT "B".

9. Title To Equipment. This is a loan for evaluation purposes only. Title to and ownership of the Equipment shall remain with Illumina at all times (unless and until Customer exercises the purchase option provided herein), and Customer shall not have any right, title or interest in any of the Equipment except as expressly set forth in this Agreement. Customer shall, at its sole expense, protect and defend Illumina's title to the Equipment. The Equipment is and shall remain personal property, irrespective of its use or manner of attachment to realty, and Customer agrees not to permit any of the Equipment to be permanently attached to any realty or to any other personal property. Illumina shall be permitted, at its option, to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate or other indicia of ownership. Customer shall not alter, deface, cover or remove any such ownership identification.

10. Liens; Assignments; Claims. Customer shall (a) keep all of the Equipment free and clear of all liens, encumbrances, claims and security interests, and shall not remove any of the Equipment from the Customer Facility or do or permit anything to be done that might operate to prejudice Illumina's title to and ownership of any of the Equipment; (b) not sell, rent, loan, transfer, deliver, sublease, assign or otherwise dispose of the Equipment or any item thereof to any other person or entity without the prior written consent of Illumina; and (c) comply with all laws, regulations, ordinances, orders, legal decisions, and rules applicable to the Equipment or the use thereof.

11. Use of Equipment and Licensing. Customer agrees that it shall use the Equipment solely in accordance with this Agreement and the Documentation and in conformity with all applicable laws, regulations, ordinances, orders, legal decisions, rules and all applicable permit(s) issued by any regulatory or other governmental agency, and all applicable insurance policies. Customer shall obtain all such licensing and registration of the Equipment as is required by applicable law. Customer shall not permit anyone other than its own authorized agents or employees to use or operate the Equipment. Customer shall make certain that those of its employees and agents that use or operate the Equipment are competent, experienced and properly trained in its use. Customer shall use the Equipment only in its business.

12. Further Assurances. Customer shall execute and deliver to Illumina, upon Illumina's request, any documents, instruments and assurances which directly relate to the implementation and enforcement of this Agreement. Illumina may file or record this Agreement or a financing statement with respect thereto so as to give notice to any interested parties of Illumina's interests.

13. Purchase Option. Customer, on or prior to the end of the Evaluation Period, shall have the option to purchase the Equipment for the amount set out in **Exhibit "B"** as the Customer purchase price**.** If the Customer elects to exercise this purchase option, the Customer must submit to Illumina a purchase order for the Equipment either on or prior to the final day of the Evaluation Period. Irrespective of anything stated to the contrary on that purchase order, the sale of the Equipment shall be made on Illumina's then current terms and conditions of sale for Research Use Products. For the avoidance of doubt, the date

from which the product warranty commences under those terms and conditions shall be the date that the Equipment was installed at the Customer Facility under this Agreement.

14. Risk of Loss. Customer assumes all risk of loss, damage, theft or destruction of the Equipment, regardless of cause (hereinafter, a "Loss") from and after the date of delivery of the Equipment. No Loss shall impair any of the obligations of Customer under this Agreement, all of which shall continue in full force and effect, notwithstanding the Loss. Upon the occurrence of a Loss, Customer, at Illumina's option and Customer's expense, shall either (a) pay Illumina to return the Equipment to a state of good repair, condition and working order; or (b) pay Illumina an amount equal to the list price of the Equipment (as set out at Exhibit "B").

15. Maintenance. Customer shall operate the Equipment in accordance with the Documentation and this Agreement, at its sole expense, with a view to ensuring that the Equipment remains in good operational condition and working order. Customer shall not make or add any repair, alteration, accession or attachment with respect to the Equipment without the prior written consent of Illumina. All additions, attachments, accessions, accessories and repairs at any time made or attached to or placed upon any of the Equipment shall become part of the Equipment and shall be the sole property of Illumina. In the event that the Equipment does not conform to its Specifications during the Term for any reason other than an Excluded Reason, Illumina will, at its option, repair or replace the non-conforming Equipment provided that Illumina can reasonably identify and confirm such non-conformance. The Equipment may be repaired or replaced with functionally equivalent, reconditioned, or new Equipment or components (if only a component of the Equipment is non-conforming).

16. Indemnity. Customer shall indemnify Illumina together with its affiliates and any of its or their directors, employees, agents or subcontractors ("the Indemnified"), against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Indemnified arising out of or in connection with:

a. the Customer's breach or negligent performance or non-performance of this Agreement;

b. the enforcement of this Agreement;

c. any claim made against the Indemnified by a third party arising out of or in connection with the loan of the Equipment, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Customer, its employees, agents or subcontractors;

d. any claim made against the Indemnified by a third party for death, personal injury or damage to property arising out of or in connection with the Equipment, to the extent that such claims are attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

17. Expiry of the Evaluation Period. At the expiration of the Evaluation Period, unless Customer exercises the purchase option provided herein, Customer shall return all of the Equipment to Illumina at the destination Illumina shall direct, at Customer's sole risk and expense. All Equipment so delivered by Customer to Illumina shall be in the same operating order, repair, condition and appearance as on the date the Equipment is delivered at the Customer Facility, except for reasonable wear and tear resulting from authorized use. In the event that the Customer has not either (i) arranged for the return of the Equipment to Illumina in accordance with this Condition 17; or (ii) issued a purchase order for the Equipment in accordance with Condition 13, in each case on or prior to the expiry of the Evaluation Period, Illumina shall be entitled to charge the Customer a monthly fee (akin to a rental payment) for each month that the Equipment remains at the Customer Facility after the expiry of the Evaluation Period. The amount of this monthly fee shall be the amount indicated in Exhibit "B" as the relevant monthly amount. Illumina may invoice the Customer for the relevant monthly amount monthly in advance or at such other periods as it deems appropriate. In the event that the Customer returns the Equipment during a month which has already been invoiced by Illumina in full, then Illumina shall credit the Customer's account with the proportion of that monthly amount which relates to the period falling after the expiry of this Agreement. If payment of the monthly amount is made by the Customer by wire or other electronic funds transfer, Customer is solely responsible for any bank or other fees charges, and will reimburse Illumina for any such fees. Payment of each invoiced amount shall be due thirty (30) days after the date of the relevant invoice. If any payment is not made by the due date Illumina may exercise all rights and remedies available by law, including without limitation, suspending performance and/or exercising any of the remedies expressly permitted by Condition 19 below. Further, Customer shall pay for all costs (including reasonable atttorneys' fees) incurred by Illumina in connection with the collection of late payments. This is a separate, independent transaction, and Customer has no right of set-off against other purchase orders or other transactions with Illumina. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

18. Events of Default. Customer shall be in default under the terms of this Agreement upon the occurrence of any one or more of the following events or conditions (each, an "Event of Default"): (a) default by Customer in the performance of any obligation, covenant or liability contained in this Agreement which is is not capable of remedy or, in circumstances where the breach is capable of remedy, where the Customer has failed to remedy the breach within twenty-one (21) calendar days following receipt of written notice of such breach from Illumina; or (b) any warranty, representation or statement made or furnished to Illumina by or on behalf of Customer, whether in or in connection with this Agreement or otherwise, proving to have been false or misleading in any material respect when made or furnished; or (c) loss, theft, or destruction of, or serious damage to, the Equipment or any part of it, or the attempted sale, loan, lease, transfer, disposal or encumbrance by Customer of the Equipment or any part of it, or the making of any levy, seizure or attachment thereof or thereon; or (d) dissolution, termination of existence, discontinuance of business, insolvency, business failure, or appointment of a receiver of or for any part of the property of Customer, or assignment for the benefit of creditors by Customer, or the commencement of any proceedings under any bankruptcy, insolvency, liquidation, reorganization or similar laws by or against Customer; or (e) repudiation by Customer of this Agreement, or any of Customer's obligations hereunder; or (f) expropriation of the Equipment or any item of the Equipment by any governmental authority, or any action by any governmental authority (whether by law, regulation, ordinance, order, legal decision, rule or otherwise) that would have the effect of repudiating this Agreement, or any of Customer's obligations hereunder, or the effect of restricting Customer's ability to comply with its obligations under this Agreement; or (g) use of the Equipment other than in accordance with the Permitted Use (as defined at Condition 21 below).

19. Remedies of Illumina. Upon the occurrence of any Event of Default and at any time thereafter, Illumina may without further notice to Customer exercise any one or more of the following remedies as Illumina in its sole discretion shall elect: (a) terminate this Agreement and/or Customer's right to possess the Equipment; (b) take possession of the Equipment wherever located, and for this purpose enter upon any premises of Customer and remove the Equipment (provided 3 calendar days prior written notice is provided to the Customer), without incurring any liability to Customer or others thereby and without any suit, action or other proceeding by Illumina, Customer or others; or (c) cause Customer at its expense to promptly return the Equipment to a location specified by Illumina in the same operating order, repair, condition and appearance as on the date the Equipment is installed at the Customer Facility, except for reasonable wear and tear resulting from authorized use.

20. Amendments and Waivers. This Agreement constitutes the entire agreement between Illumina and Customer with respect to the subject matter of this Agreement and supersedes all prior discussions, communications, agreements, and understandings that may have taken place between the parties. No term or provision hereof may be changed, waived, amended or terminated except by a written agreement signed by both Illumina and Customer, except the parties agree that Illumina may insert into Exhibit B the serial or other identification number of any item of Equipment leased hereunder if unknown as of the Effective Date, and may correct any errors in any such numbers in Exhibit B. No Event of Default hereunder shall in any way be waived or deemed waived unless such Event of Default is expressly waived by Illumina in writing. No waiver by Illumina of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or previous Event of Default, whether similar in kind or otherwise.

21. Rights Conferred upon Customer. Unless otherwise expressly stated by Illumina in writing and subject to the terms and conditions of this Agreement, Customer shall have a non-exclusive, non-transferable, non-sublicensable right under Illumina's Core IP to use the Equipment (i) only in the Customer Facility; and (iii) only for Customer's Research Use ("the **Permitted Use**"). Customer acknowledges and agrees that (a) Customer's use of the Equipment in any manner or for any purpose other than the Permitted Use is a breach of this Agreement; (b) actual knowledge by Illumina or Illumina's affiliates, that Customer is using the Equipment in any manner or for any purpose other than the Permitted Use does not (i) waive or otherwise limit any rights that Illumina or Illumina's affiliates may have as a result of such use of the Equipment, including without limitation, any rights or remedies available under this Agreement, at law and/or in equity, (ii) grant Customer a licence to any intellectual property rights owned or licensed by Illumina or Illumina's affiliates whether by implication or otherwise with respect to such use of the Equipment; and (c) any trade usage, course of performance or course of dealing between Illumina and Customer, will not be used to interpret this Agreement, including without limitation the scope of the Permitted Use rights for the Equipment conferred under this Condition 21. Except as expressly stated in this Condition 21 no right or license under any intellectual property rights owned or licensed by Illumina or Illumina's affiliates is or are granted, expressly, by implication, or otherwise, to Customer. It is solely Customer's responsibility to ensure it has all rights necessary for its intended use of the Equipment including without limitation any rights from third parties or rights from Illumina, or Illumina's affiliates, to Application Specific IP (collectively "**Other IP**"). Illumina makes no representation, warranty or undertaking that Customer's intended uses will not infringe the intellectual property

rights of a third party or Application Specific IP of Illumina or Illumina's affiliates and to the extent permitted by law any such representation, warranty or undertaking, howsoever implied is excluded under this Agreement.

22. Research Use Only; Restrictions. The Equipment is labeled For Research Use Only. Customer acknowledges that (i) the Equipment has not been subject to any conformity assessment or declaration of conformity or certified, approved, cleared, or registered by any conformity assessment body or other regulatory entity or under any law or regulation whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Customer must ensure it has undertaken any assessments and made any declarations and has any regulatory certifications, approvals, clearances and registrations that are necessary for Customer's intended uses of the Equipment. Customer further agrees to comply with all applicable laws and regulations when using and maintaining the Equipment.

23. Customer Privacy. Illumina agrees that it shall not sell, trade or otherwise share with any other customer of Illumina any account information of Customer.

24. Publicity. Customer agrees that Illumina may publicly identify Customer as a user of its Equipment or Consumables. Except as expressly provided herein, each party agrees not to disclose any terms of this Agreement to any third party without the consent of the other party, except as is required by securities or other applicable laws, in which case the disclosing party shall in a timely matter notify the other party and seek confidential treatment to the extent available, and permit the other party to take measures to protect the confidentiality thereof.

25. Restrictions.

a. Software. Customer shall not (i) reproduce, modify or create derivative works of the Software, except as expressly permitted in the relevant EULA provided to Customer, (ii) decompile, reverse engineer or otherwise attempt to gain unauthorized access to the Software source code, any Hardware or any component thereof or unbundle any embedded Software from any Hardware, (iii) use the Hardware, component thereof, or the Software for third-party training, commercial time-sharing or service bureau use, or for any purpose other than as expressly authorized in this Agreement, or (iv) cause, authorize or permit any third party to do any of the foregoing.

b. Documentation. Customer shall use the Documentation in accordance with the restrictions set forth therein, which may include but shall not be limited to restrictions against altering, modifying or copying the Documentation or removing the Documentation from the Customer Facility without the prior written approval of Illumina. Any permitted copies of the Documentation shall include Illumina's copyright and other proprietary notices.

c. Illumina Proprietary Information. Customer acknowledges and agrees that the contents of and methods of operation of the Equipment are proprietary to and the trade secrets of Illumina.

d. Reservation of Rights. Illumina reserves all rights not expressly granted in this Agreement, and no licenses are granted by Illumina under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein.

26. Miscellaneous.

a. If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in this Agreement.
b. Customer acknowledges and agrees that the Equipment, or any related technology provided under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Customer agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
c. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested,

postage prepaid (or ten (10) days for international mail); or (c) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

d. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary, by operation of law or otherwise, without the prior written consent of Illumina. Illumina may assign or transfer this agreement to any (i) successor by way of merger, acquisition or sale of all or substantially all of its stock or assets relating to this Agreement, (ii) of its affiliated entities. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

e. This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of Spain. Illumina and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, including any terms in the Documentation.

f. Arbitration. Any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms and conditions, shall be determined by confidential binding arbitration conducted in the English language, to be held in Madrid (Spain) before one arbitrator appointed under the rules of the UNCITRAL Arbitral Rules. In all cases of arbitration hereunder each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrator's fees of arbitration; neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law. The decision of the arbitrator shall be final and binding on the parties, with no recourse to courts or arbitration. The applicable law shall be the Spanish law. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding anything herein to the contrary, any claims or causes of action involving infringement, validity, or enforceability of a party or its affiliate's intellectual property rights are not subject to this arbitration clause.

g. Illumina and Customer shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Illumina's suppliers or subcontractors, transportation difficulties or the shortage of energy, raw materials or equipment. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

h. Customer agrees to reimburse Illumina for all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by Illumina in exercising or enforcing any of its rights or remedies under this Agreement.

i. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates below, but effective as of the Effective Date

| ILLUMINA | | Customer | |
|---|---|---|---|
| By: Mark Robinson | *Electronically signed by: Mark Robinson*<br>*Reason: Approver*<br>*Date: Mar 29, 2021 20:37 GMT+1* | By: | Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park |
| Name: Mark Robinson | | Name | Stefano Cozzini |
| Title: Amministratore Illumina Italy S.r.l. | | Title | Direttore Istituto Ricerca e Tecnologie |
| Date: 29-Mar-2021 | | Date | 29/03/2021<br>Firmato digitalmente da: STEFANO COZZINI<br>Limitazioni d'uso: Explicit Text: Certificate issued through Sistema Pubblico di Identità Digitale (SPID) digital identity, not usable to require other SPID digital identity<br>Data: 29/03/2021 12:39:40 |

**Exhibit A**

**Definitions**

"**Application Specific IP**" means the intellectual property rights owned by or licensed by Seller and Seller's affiliates that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s). Application Specific IP excludes all Core IP. "**Consumables**" means Illumina branded reagents and consumable items that are intended by Illumina to be consumed through the use of Hardware. "**Core IP**" means the intellectual property rights owned or licensed by Seller and Seller's affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use. Application Specific IP and Core IP are separate, non-overlapping, subsets of intellectual property rights owned or licensed by Seller and Seller's affiliates. By way of non-limiting example, Seller and Seller's affiliates' intellectual property rights for non-invasive pre-natal testing, for specific diagnostic methods, for specific forensic methods, and for specific nucleic acid biomarkers, sequences, or combinations of biomarkers or sequences are examples of Application Specific IP. **"Derivative Software"** means any derivative or modification of Software made by Customer as may be permitted by the relevant EULA. "**Documentation**" means user manuals, protocols or other documentation provided by Illumina hereunder or in connection with the Equipment and related to the use and maintenance of the Equipment. Documentation may be provided with the Equipment at the time of shipment or provided electronically from Illumina. **"EULA"** means the software end user license agreement for Software. "**Excluded Reason**" means a non-conformance due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation, Specifications or this Agreement including, for the avoidance of doubt, an Excluded Use, (ii) improper handling, installation, maintenance, or repair (other than if performed by Illumina personnel), (iii) unauthorized alterations, (iv) Force Majeure events, or (v) use with a third party's good not provided by Illumina (unless the Equipment's Documentation or Specifications expressly state such third party's good is for use with the Equipment). "**Hardware**" means the Instruments, accessories or peripherals provided with the Instruments. **"Instrument"** means the instruments being provided hereunder, as specified in Exhibit "B". **"Research Use"** means use for internal research (which includes research services provided by Customer to third parties), **specifically excluding any use that** (a) is not in accordance with the Specifications or Documentation, (b) requires grants of rights or a license to Application Specific IP, (c) is a re-use of a previously used Consumable, (d) to the extent not otherwise permitted by law is the disassembling, reverse-engineering, reverse-compiling, or reverse-assembling of the Equipment, (e) to the extent not otherwise permitted by law is the separation, extraction, or isolation of components of the Equipment or other unauthorized analysis of the Equipment, (f) to the extent not otherwise permitted by law gains access to or determines the methods of operation of the Equipment, (g) is the use of non-Illumina branded reagent/consumables with the Equipment (does not apply if the Specifications or Documentation state otherwise), (h) is the transfer to a third-party of, or sub-licensing of, Software or any third-party software provided by Illumina, or (i) is a clinical, diagnostic, or other non-research use of the Equipment (each of (a) – (i), is referred to as an "**Excluded Use**"). "**Software**" means Illumina branded software (e.g., Hardware operating software, data analysis software). All Software is licensed and not sold and may be subject to additional terms found in the Software's EULA. "**Specifications**" means Illumina's written technical specifications for the Equipment in effect on the date that the Equipment ships from Illumina.

**Exhibit B**

**List of Equipment**

| Catalog # | Product Description | Units | List Price payable for each Unit (in the event Condition 14 applies) | Customer Purchase Price payable for each Unit (in the event Condition 13 applies) | Amount of Monthly Fee Payable for each Unit (in the event Condition 17 applies) |
|---|---|---|---|---|---|
| 15012862 | ISCAN System | 1 | 138.729.00 € | 60.000.00 € | 12812.50 € |

All prices and other amounts set out in this Exhibit B are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon any sale, rental or other transaction as contemplated by this Agreement. In the event Illumina is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the relevant amount set out in this Exhibit B or subsequently invoiced to the Customer.

**Exhibit C**

The Equipment shall be located at:

Area di Ricerca Scientifica
e Tecnologica di Trieste
Area Science Park
Strada Statale 14 km 163
Edificio Q1
Basovizza, 34149
IT

ALLA CORTESE ATTENZIONE
MASSIMILIANO BRUGNOLI
NOEMI PRIORI
ILLUMINA ITALY S.R.L.

Trasmissione via pec
(illuminaitaly@pec.it)

Trieste, 02/12/2021

**Oggetto: Acquisto iScan® System (110/220V) SY-101-1001 in comodato presso Area Science Park**

In relazione all'accordo per la valutazione dello strumento iScan® System (110/220V) SY-101-1001 per un periodo di 6 mesi a titolo gratuito, facciamo presente che, per ragioni amministrativo-contabili, non siamo in grado di esercitare l'opzione di acquisto entro la chiusura dell'esercizio finanziario corrente.

Ribadendo l'interesse all'acquisto, richiediamo una proroga dell'accordo in essere fino al 31/01/2022, in modo da consentirci di esercitare l'opzione di acquisto utilizzando le risorse finanziarie allocate nel bilancio 2022.

Restando in attesa di un cortese riscontro, ci è gradita l'occasione per porgere cordiali saluti.

Il Direttore

Struttura Innovazione e Sistemi Complessi

*Stephen John Taylor*

# ILLUMINA EQUIPMENT EVALUATION TO PURCHASE AGREEMENT
# RESEARCH USE ONLY EQUIPMENT
# ADDENDUM

This Addendum is made by and between:

Illumina Italy s.r.l., Viale Certosa n. 218, Quartiere Garegnano, 20156 Milano ("**Illumina**"), on the one side; and
Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park, having a place of business in Trieste, Padriciano n. 99, 34149, C.F. 00531590321 ("**Customer**"), on the other side.

The Customer and Illumina shall hereinafter be referred to as the "Parties" or individually as a "Party".

**Whereas:**

a) On 23 March 2021 the Parties entered into an Equipment Evaluation to Purchase agreement, attached to this Addendum as **Annex 1** (hereinafter, the "**Agreement**");

b) pursuant to Clause 3 of the Agreement, the Term of the Evaluation Period was 6 (six) months from the date of installation of the Equipment at the Customer Facility;

c) Customer formally requested an extension of the Evaluation Period, as detailed in the letter attached under **Annex 2**.

In consideration of the foregoing, the Parties agree as follows:

1. Definitions. All capitalized terms not defined otherwise in this Amendment shall have the meaning ascribed to them in the Agreement.
2. Validity of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms.
3. Extension of Term. The Parties agree to extend the Term of the Agreement of 3 (three) additional months, until 31 January 2022 (the "**Extended Term**"). For the avoidance of doubt, the Extended Term commenced on the expiration date of the original Evaluation Period set forth in the Agreement. The loan of the Equipment is provided free of charge during the Extended Term on the terms and conditions set out in the Agreement, unless differently provided in this Addendum.
4. Governing Law and Jurisdiction. This Addendum and performance by the Parties hereunder shall be construed in accordance with the laws of Italy.

IN WITNESS WHEREOF, the Parties hereto have signed this Addendum as of the dates indicated below.

| **Illumina:** | | **Customer:** |
|---|---|---|
| Signed: | | Signed: |
| Name: | Mark Robinson | Name: |
| Title: | Amministratore | Title: |
| Date: | | Date: |

# Annex 1

ILLUMINA EQUIPMENT EVALUATION TO PURCHASE AGREEMENT
RESEARCH USE ONLY EQUIPMENT

This Illumina Equipment Evaluation to Purchase Agreement ("**Agreement**") is entered into by and between

Illumina Italy s.r.l., Viale Certosa 218, Quartiere Garegnano, 20156 Milano **("Illumina"):** and

Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park, having a place of business in Trieste, Padriciano n. 99, C.A.P. 34149, C.F. 00531590321 **("Customer")**

and is effective as of the last date of signature found below (the "**Effective Date**"). Illumina and Customer may be individually or collectively referred to as party or parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Illumina and Customer agree as follows:

1. Definitions. All capitalized terms herein shall have the meaning ascribed to them in **Exhibit "A"** unless otherwise defined in this Agreement.

2. Loan of Equipment. Illumina has agreed to loan and Customer borrow from Illumina, all of the Instruments, Hardware and Software, together with any accessories, attachments, accessions or devices now or subsequently affixed to the same (collectively, the "**Equipment**") so that the Customer can determine whether or not it would be interested in purchasing the Equipment. This loan of the Equipment by Illumina to Customer is referred to herein as the "Evaluation Period".

3. Term and Consideration of the Evaluation Period. The term of the Evaluation Period is six (6) months and shall commence on the date of installation of the Equipment at the Customer's location as set out in **Exhibit "C"** (the "**Customer Facility**") to this Agreement ("the **Term**"). Customer acknowledges that it is responsible for ensuring at Customer's sole cost that the Customer Facility meets the site requirements for the Equipment. The loan of the Equipment shall be provided free of charge for the Evaluation Period on the terms and conditions set out in this Agreement.

4. Term of the Agreement. This Agreement shall commence on the Effective Date and shall expire on (i) the date that the Equipment is returned to Illumina's designated facility in accordance with Condition 17; or (ii) the date that the Equipment is sold to the Customer in accordance with Condition 13, whichever is the earlier.

5. Delivery, Removal, Inspection and Reports. Customer acknowledges that the Equipment will be delivered to, and installed at, the Customer Facility. Illumina shall install the Equipment at the Customer Facility at no charge. Illumina will use commercially reasonable efforts to schedule and complete installation within thirty (30) days of delivery of the Equipment to the Customer Facility. Customer shall not move the Equipment from the Customer Facility without the prior written approval of Illumina. Illumina reserves the right to have control over the movement of the Equipment as a condition to any such written approval, and shall be paid reasonable expenses and costs for any such approved move to another location, which shall become the "Customer Facility" for purposes of this Agreement. Illumina shall have the right, upon 3 calendar days prior written notice to inspect the Equipment and to observe its use at the Customer Facility. Customer shall immediately notify Illumina of any damage to or loss of any item of the Equipment and of any accident connected with the malfunctioning or operation of any item of the Equipment, including in each such notice the time, place and nature of the accident, the damage (if any) caused to persons or property, and the names and addresses of any persons injured and of any witnesses.

6. Customer's Acceptance of Equipment. Customer agrees that it will inspect all of the Equipment upon its delivery to Customer, and that all of the Equipment will be presumed to be as specified in Exhibit B, in good condition and repair at the time of its delivery unless Customer delivers a written description of any deficiencies or defects to Illumina within five (5) calendar days after the date of signature of the act of installation of the Equipment.

7. Limited Warranties. TO THE EXTENT PERMITTED BY LAW ILLUMINA MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, ILLUMINA MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE EQUIPMENT FOR CUSTOMER'S INTENDED USES. NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY OF A PARTY OR ITS AFFILIATED ENTITIES FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD.

8. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ILLUMINA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE LOAN OF THE EQUIPMENT, ITS USE, ILLUMINA'S PERFORMANCE OR THIS AGREEMENT, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE).

TO THE EXTENT PERMITTED BY LAW, ILLUMINA'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT (INCLUDING USE THEREOF) AND ILLUMINA'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE VALUE OF THE EQUIPMENT AS SET OUT AT EXHIBIT "B".

9. Title To Equipment. This is a loan for evaluation purposes only. Title to and ownership of the Equipment shall remain with Illumina at all times (unless and until Customer exercises the purchase option provided herein), and Customer shall not have any right, title or interest in any of the Equipment except as expressly set forth in this Agreement. Customer shall, at its sole expense, protect and defend Illumina's title to the Equipment. The Equipment is and shall remain personal property, irrespective of its use or manner of attachment to realty, and Customer agrees not to permit any of the Equipment to be permanently attached to any realty or to any other personal property. Illumina shall be permitted, at its option, to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate or other indicia of ownership. Customer shall not alter, deface, cover or remove any such ownership identification.

10. Liens; Assignments; Claims. Customer shall (a) keep all of the Equipment free and clear of all liens, encumbrances, claims and security interests, and shall not remove any of the Equipment from the Customer Facility or do or permit anything to be done that might operate to prejudice Illumina's title to and ownership of any of the Equipment; (b) not sell, rent, loan, transfer, deliver, sublease, assign or otherwise dispose of the Equipment or any item thereof to any other person or entity without the prior written consent of Illumina; and (c) comply with all laws, regulations, ordinances, orders, legal decisions, and rules applicable to the Equipment or the use thereof.

11. Use of Equipment and Licensing. Customer agrees that it shall use the Equipment solely in accordance with this Agreement and the Documentation and in conformity with all applicable laws, regulations, ordinances, orders, legal decisions, rules and all applicable permit(s) issued by any regulatory or other governmental agency, and all applicable insurance policies. Customer shall obtain all such licensing and registration of the Equipment as is required by applicable law. Customer shall not permit anyone other than its own authorized agents or employees to use or operate the Equipment. Customer shall make certain that those of its employees and agents that use or operate the Equipment are competent, experienced and properly trained in its use. Customer shall use the Equipment only in its business.

12. Further Assurances. Customer shall execute and deliver to Illumina, upon Illumina's request, any documents, instruments and assurances which directly relate to the implementation and enforcement of this Agreement. Illumina may file or record this Agreement or a financing statement with respect thereto so as to give notice to any interested parties of Illumina's interests.

13. Purchase Option. Customer, on or prior to the end of the Evaluation Period, shall have the option to purchase the Equipment for the amount set out in **Exhibit "B"** as the Customer purchase price**.** If the Customer elects to exercise this purchase option, the Customer must submit to Illumina a purchase order for the Equipment either on or prior to the final day of the Evaluation Period. Irrespective of anything stated to the contrary on that purchase order, the sale of the Equipment shall be made on Illumina's then current terms and conditions of sale for Research Use Products. For the avoidance of doubt, the date

from which the product warranty commences under those terms and conditions shall be the date that the Equipment was installed at the Customer Facility under this Agreement.

14. Risk of Loss. Customer assumes all risk of loss, damage, theft or destruction of the Equipment, regardless of cause (hereinafter, a "Loss") from and after the date of delivery of the Equipment. No Loss shall impair any of the obligations of Customer under this Agreement, all of which shall continue in full force and effect, notwithstanding the Loss. Upon the occurrence of a Loss, Customer, at Illumina's option and Customer's expense, shall either (a) pay Illumina to return the Equipment to a state of good repair, condition and working order; or (b) pay Illumina an amount equal to the list price of the Equipment (as set out at Exhibit "B").

15. Maintenance. Customer shall operate the Equipment in accordance with the Documentation and this Agreement, at its sole expense, with a view to ensuring that the Equipment remains in good operational condition and working order. Customer shall not make or add any repair, alteration, accession or attachment with respect to the Equipment without the prior written consent of Illumina. All additions, attachments, accessions, accessories and repairs at any time made or attached to or placed upon any of the Equipment shall become part of the Equipment and shall be the sole property of Illumina. In the event that the Equipment does not conform to its Specifications during the Term for any reason other than an Excluded Reason, Illumina will, at its option, repair or replace the non-conforming Equipment provided that Illumina can reasonably identify and confirm such non-conformance. The Equipment may be repaired or replaced with functionally equivalent, reconditioned, or new Equipment or components (if only a component of the Equipment is non-conforming).

16. Indemnity. Customer shall indemnify Illumina together with its affiliates and any of its or their directors, employees, agents or subcontractors ("the Indemnified"), against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Indemnified arising out of or in connection with:

a. the Customer's breach or negligent performance or non-performance of this Agreement;

b. the enforcement of this Agreement;

c. any claim made against the Indemnified by a third party arising out of or in connection with the loan of the Equipment, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Customer, its employees, agents or subcontractors;

d. any claim made against the Indemnified by a third party for death, personal injury or damage to property arising out of or in connection with the Equipment, to the extent that such claims are attributable to the acts or omissions of the Customer, its employees, agents or subcontractors.

17. Expiry of the Evaluation Period. At the expiration of the Evaluation Period, unless Customer exercises the purchase option provided herein, Customer shall return all of the Equipment to Illumina at the destination Illumina shall direct, at Customer's sole risk and expense. All Equipment so delivered by Customer to Illumina shall be in the same operating order, repair, condition and appearance as on the date the Equipment is delivered at the Customer Facility, except for reasonable wear and tear resulting from authorized use. In the event that the Customer has not either (i) arranged for the return of the Equipment to Illumina in accordance with this Condition 17; or (ii) issued a purchase order for the Equipment in accordance with Condition 13, in each case on or prior to the expiry of the Evaluation Period, Illumina shall be entitled to charge the Customer a monthly fee (akin to a rental payment) for each month that the Equipment remains at the Customer Facility after the expiry of the Evaluation Period. The amount of this monthly fee shall be the amount indicated in Exhibit "B" as the relevant monthly amount. Illumina may invoice the Customer for the relevant monthly amount monthly in advance or at such other periods as it deems appropriate. In the event that the Customer returns the Equipment during a month which has already been invoiced by Illumina in full, then Illumina shall credit the Customer's account with the proportion of that monthly amount which relates to the period falling after the expiry of this Agreement. If payment of the monthly amount is made by the Customer by wire or other electronic funds transfer, Customer is solely responsible for any bank or other fees charges, and will reimburse Illumina for any such fees. Payment of each invoiced amount shall be due thirty (30) days after the date of the relevant invoice. If any payment is not made by the due date Illumina may exercise all rights and remedies available by law, including without limitation, suspending performance and/or exercising any of the remedies expressly permitted by Condition 19 below. Further, Customer shall pay for all costs (including reasonable atttorneys' fees) incurred by Illumina in connection with the collection of late payments. This is a separate, independent transaction, and Customer has no right of set-off against other purchase orders or other transactions with Illumina. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

18. Events of Default. Customer shall be in default under the terms of this Agreement upon the occurrence of any one or more of the following events or conditions (each, an "Event of Default"): (a) default by Customer in the performance of any obligation, covenant or liability contained in this Agreement which is is not capable of remedy or, in circumstances where the breach is capable of remedy, where the Customer has failed to remedy the breach within twenty-one (21) calendar days following receipt of written notice of such breach from Illumina; or (b) any warranty, representation or statement made or furnished to Illumina by or on behalf of Customer, whether in or in connection with this Agreement or otherwise, proving to have been false or misleading in any material respect when made or furnished; or (c) loss, theft, or destruction of, or serious damage to, the Equipment or any part of it, or the attempted sale, loan, lease, transfer, disposal or encumbrance by Customer of the Equipment or any part of it, or the making of any levy, seizure or attachment thereof or thereon; or (d) dissolution, termination of existence, discontinuance of business, insolvency, business failure, or appointment of a receiver of or for any part of the property of Customer, or assignment for the benefit of creditors by Customer, or the commencement of any proceedings under any bankruptcy, insolvency, liquidation, reorganization or similar laws by or against Customer; or (e) repudiation by Customer of this Agreement, or any of Customer's obligations hereunder; or (f) expropriation of the Equipment or any item of the Equipment by any governmental authority, or any action by any governmental authority (whether by law, regulation, ordinance, order, legal decision, rule or otherwise) that would have the effect of repudiating this Agreement, or any of Customer's obligations hereunder, or the effect of restricting Customer's ability to comply with its obligations under this Agreement; or (g) use of the Equipment other than in accordance with the Permitted Use (as defined at Condition 21 below).

19. Remedies of Illumina. Upon the occurrence of any Event of Default and at any time thereafter, Illumina may without further notice to Customer exercise any one or more of the following remedies as Illumina in its sole discretion shall elect: (a) terminate this Agreement and/or Customer's right to possess the Equipment; (b) take possession of the Equipment wherever located, and for this purpose enter upon any premises of Customer and remove the Equipment (provided 3 calendar days prior written notice is provided to the Customer), without incurring any liability to Customer or others thereby and without any suit, action or other proceeding by Illumina, Customer or others; or (c) cause Customer at its expense to promptly return the Equipment to a location specified by Illumina in the same operating order, repair, condition and appearance as on the date the Equipment is installed at the Customer Facility, except for reasonable wear and tear resulting from authorized use.

20. Amendments and Waivers. This Agreement constitutes the entire agreement between Illumina and Customer with respect to the subject matter of this Agreement and supersedes all prior discussions, communications, agreements, and understandings that may have taken place between the parties. No term or provision hereof may be changed, waived, amended or terminated except by a written agreement signed by both Illumina and Customer, except the parties agree that Illumina may insert into Exhibit B the serial or other identification number of any item of Equipment leased hereunder if unknown as of the Effective Date, and may correct any errors in any such numbers in Exhibit B. No Event of Default hereunder shall in any way be waived or deemed waived unless such Event of Default is expressly waived by Illumina in writing. No waiver by Illumina of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or previous Event of Default, whether similar in kind or otherwise.

21. Rights Conferred upon Customer. Unless otherwise expressly stated by Illumina in writing and subject to the terms and conditions of this Agreement, Customer shall have a non-exclusive, non-transferable, non-sublicensable right under Illumina's Core IP to use the Equipment (i) only in the Customer Facility; and (iii) only for Customer's Research Use ("the **Permitted Use**"). Customer acknowledges and agrees that (a) Customer's use of the Equipment in any manner or for any purpose other than the Permitted Use is a breach of this Agreement; (b) actual knowledge by Illumina or Illumina's affiliates, that Customer is using the Equipment in any manner or for any purpose other than the Permitted Use does not (i) waive or otherwise limit any rights that Illumina or Illumina's affiliates may have as a result of such use of the Equipment, including without limitation, any rights or remedies available under this Agreement, at law and/or in equity, (ii) grant Customer a licence to any intellectual property rights owned or licensed by Illumina or Illumina's affiliates whether by implication or otherwise with respect to such use of the Equipment; and (c) any trade usage, course of performance or course of dealing between Illumina and Customer, will not be used to interpret this Agreement, including without limitation the scope of the Permitted Use rights for the Equipment conferred under this Condition 21. Except as expressly stated in this Condition 21 no right or license under any intellectual property rights owned or licensed by Illumina or Illumina's affiliates is or are granted, expressly, by implication, or otherwise, to Customer. It is solely Customer's responsibility to ensure it has all rights necessary for its intended use of the Equipment including without limitation any rights from third parties or rights from Illumina, or Illumina's affiliates, to Application Specific IP (collectively "**Other IP**"). Illumina makes no representation, warranty or undertaking that Customer's intended uses will not infringe the intellectual property

rights of a third party or Application Specific IP of Illumina or Illumina's affiliates and to the extent permitted by law any such representation, warranty or undertaking, howsoever implied is excluded under this Agreement.

22. Research Use Only; Restrictions. The Equipment is labeled For Research Use Only. Customer acknowledges that (i) the Equipment has not been subject to any conformity assessment or declaration of conformity or certified, approved, cleared, or registered by any conformity assessment body or other regulatory entity or under any law or regulation whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Customer must ensure it has undertaken any assessments and made any declarations and has any regulatory certifications, approvals, clearances and registrations that are necessary for Customer's intended uses of the Equipment. Customer further agrees to comply with all applicable laws and regulations when using and maintaining the Equipment.

23. Customer Privacy. Illumina agrees that it shall not sell, trade or otherwise share with any other customer of Illumina any account information of Customer.

24. Publicity. Customer agrees that Illumina may publicly identify Customer as a user of its Equipment or Consumables. Except as expressly provided herein, each party agrees not to disclose any terms of this Agreement to any third party without the consent of the other party, except as is required by securities or other applicable laws, in which case the disclosing party shall in a timely matter notify the other party and seek confidential treatment to the extent available, and permit the other party to take measures to protect the confidentiality thereof.

25. Restrictions.

a. Software. Customer shall not (i) reproduce, modify or create derivative works of the Software, except as expressly permitted in the relevant EULA provided to Customer, (ii) decompile, reverse engineer or otherwise attempt to gain unauthorized access to the Software source code, any Hardware or any component thereof or unbundle any embedded Software from any Hardware, (iii) use the Hardware, component thereof, or the Software for third-party training, commercial time-sharing or service bureau use, or for any purpose other than as expressly authorized in this Agreement, or (iv) cause, authorize or permit any third party to do any of the foregoing.

b. Documentation. Customer shall use the Documentation in accordance with the restrictions set forth therein, which may include but shall not be limited to restrictions against altering, modifying or copying the Documentation or removing the Documentation from the Customer Facility without the prior written approval of Illumina. Any permitted copies of the Documentation shall include Illumina's copyright and other proprietary notices.

c. Illumina Proprietary Information. Customer acknowledges and agrees that the contents of and methods of operation of the Equipment are proprietary to and the trade secrets of Illumina.

d. Reservation of Rights. Illumina reserves all rights not expressly granted in this Agreement, and no licenses are granted by Illumina under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein.

26. Miscellaneous.

a. If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in this Agreement.
b. Customer acknowledges and agrees that the Equipment, or any related technology provided under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Customer agrees not to export or re-export the Equipment, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
c. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested,

postage prepaid (or ten (10) days for international mail); or (c) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

d. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary, by operation of law or otherwise, without the prior written consent of Illumina. Illumina may assign or transfer this agreement to any (i) successor by way of merger, acquisition or sale of all or substantially all of its stock or assets relating to this Agreement, (ii) of its affiliated entities. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

e. This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of Spain. Illumina and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, including any terms in the Documentation.

f. Arbitration. Any dispute, claim or controversy arising out of or relating to the breach, termination, enforcement, interpretation or validity of these terms and conditions, shall be determined by confidential binding arbitration conducted in the English language, to be held in Madrid (Spain) before one arbitrator appointed under the rules of the UNCITRAL Arbitral Rules. In all cases of arbitration hereunder each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrator's fees of arbitration; neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law. The decision of the arbitrator shall be final and binding on the parties, with no recourse to courts or arbitration. The applicable law shall be the Spanish law. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding anything herein to the contrary, any claims or causes of action involving infringement, validity, or enforceability of a party or its affiliate's intellectual property rights are not subject to this arbitration clause.

g. Illumina and Customer shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Illumina's suppliers or subcontractors, transportation difficulties or the shortage of energy, raw materials or equipment. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

h. Customer agrees to reimburse Illumina for all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by Illumina in exercising or enforcing any of its rights or remedies under this Agreement.

i. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates below, but effective as of the Effective Date

| ILLUMINA | | Customer | |
|---|---|---|---|
| By: Mark Robinson | *Electronically signed by: Mark Robinson*<br>*Reason: Approver*<br>*Date: Mar 29, 2021 20:37 GMT+1* | By: | Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park |
| Name: Mark Robinson | | Name | Stefano Cozzini |
| Title: Amministratore Illumina Italy S.r.l. | | Title | Direttore Istituto Ricerca e Tecnologie |
| Date: 29-Mar-2021 | | Date | 29/03/2021<br>Firmato digitalmente da: STEFANO COZZINI<br>Limitazioni d'uso: Explicit Text: Certificate issued through Sistema Pubblico di Identità Digitale (SPID) digital identity, not usable to require other SPID digital identity<br>Data: 29/03/2021 12:39:40 |

**Exhibit A**

**Definitions**

"**Application Specific IP**" means the intellectual property rights owned by or licensed by Seller and Seller's affiliates that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s). Application Specific IP excludes all Core IP. "**Consumables**" means Illumina branded reagents and consumable items that are intended by Illumina to be consumed through the use of Hardware. "**Core IP**" means the intellectual property rights owned or licensed by Seller and Seller's affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use. Application Specific IP and Core IP are separate, non-overlapping, subsets of intellectual property rights owned or licensed by Seller and Seller's affiliates. By way of non-limiting example, Seller and Seller's affiliates' intellectual property rights for non-invasive pre-natal testing, for specific diagnostic methods, for specific forensic methods, and for specific nucleic acid biomarkers, sequences, or combinations of biomarkers or sequences are examples of Application Specific IP. **"Derivative Software"** means any derivative or modification of Software made by Customer as may be permitted by the relevant EULA. "**Documentation**" means user manuals, protocols or other documentation provided by Illumina hereunder or in connection with the Equipment and related to the use and maintenance of the Equipment. Documentation may be provided with the Equipment at the time of shipment or provided electronically from Illumina. **"EULA"** means the software end user license agreement for Software. "**Excluded Reason**" means a non-conformance due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation, Specifications or this Agreement including, for the avoidance of doubt, an Excluded Use, (ii) improper handling, installation, maintenance, or repair (other than if performed by Illumina personnel), (iii) unauthorized alterations, (iv) Force Majeure events, or (v) use with a third party's good not provided by Illumina (unless the Equipment's Documentation or Specifications expressly state such third party's good is for use with the Equipment). "**Hardware**" means the Instruments, accessories or peripherals provided with the Instruments. **"Instrument"** means the instruments being provided hereunder, as specified in Exhibit "B". **"Research Use"** means use for internal research (which includes research services provided by Customer to third parties), **specifically excluding any use that** (a) is not in accordance with the Specifications or Documentation, (b) requires grants of rights or a license to Application Specific IP, (c) is a re-use of a previously used Consumable, (d) to the extent not otherwise permitted by law is the disassembling, reverse-engineering, reverse-compiling, or reverse-assembling of the Equipment, (e) to the extent not otherwise permitted by law is the separation, extraction, or isolation of components of the Equipment or other unauthorized analysis of the Equipment, (f) to the extent not otherwise permitted by law gains access to or determines the methods of operation of the Equipment, (g) is the use of non-Illumina branded reagent/consumables with the Equipment (does not apply if the Specifications or Documentation state otherwise), (h) is the transfer to a third-party of, or sub-licensing of, Software or any third-party software provided by Illumina, or (i) is a clinical, diagnostic, or other non-research use of the Equipment (each of (a) – (i), is referred to as an "**Excluded Use**"). "**Software**" means Illumina branded software (e.g., Hardware operating software, data analysis software). All Software is licensed and not sold and may be subject to additional terms found in the Software's EULA. "**Specifications**" means Illumina's written technical specifications for the Equipment in effect on the date that the Equipment ships from Illumina.

**Exhibit B**

**List of Equipment**

| Catalog # | Product Description | Units | List Price payable for each Unit (in the event Condition 14 applies) | Customer Purchase Price payable for each Unit (in the event Condition 13 applies) | Amount of Monthly Fee Payable for each Unit (in the event Condition 17 applies) |
|---|---|---|---|---|---|
| 15012862 | ISCAN System | 1 | 138.729.00 € | 60.000.00 € | 12812.50 € |

All prices and other amounts set out in this Exhibit B are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon any sale, rental or other transaction as contemplated by this Agreement. In the event Illumina is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the relevant amount set out in this Exhibit B or subsequently invoiced to the Customer.

**Exhibit C**

The Equipment shall be located at:

Area di Ricerca Scientifica
e Tecnologica di Trieste
Area Science Park
Strada Statale 14 km 163
Edificio Q1
Basovizza, 34149
IT

**Annex 2**

ALLA CORTESE ATTENZIONE
MASSIMILIANO BRUGNOLI
NOEMI PRIORI
ILLUMINA ITALY S.R.L.

Trasmissione via pec
(illuminaitaly@pec.it)

Trieste, 02/12/2021

**Oggetto: Acquisto iScan® System (110/220V) SY-101-1001 in comodato presso Area Science Park**

In relazione all'accordo per la valutazione dello strumento iScan® System (110/220V) SY-101-1001 per un periodo di 6 mesi a titolo gratuito, facciamo presente che, per ragioni amministrativo-contabili, non siamo in grado di esercitare l'opzione di acquisto entro la chiusura dell'esercizio finanziario corrente.

Ribadendo l'interesse all'acquisto, richiediamo una proroga dell'accordo in essere fino al 31/01/2022, in modo da consentirci di esercitare l'opzione di acquisto utilizzando le risorse finanziarie allocate nel bilancio 2022.

Restando in attesa di un cortese riscontro, ci è gradita l'occasione per porgere cordiali saluti.

Il Direttore

Struttura Innovazione e Sistemi Complessi

*Stephen John Taylor*

**Illumina Italy S.r.l.**
Viale Certosa 218 Quartiere Garegnano
20156 Milano
Italy
Di seguito "Illumina"

**INFORMAZIONI SUL CLIENTE**

| | |
|---|---|
| **Nome della società** | Area di Ricerca Scientifica e Tecnologica di Trieste<br>Area Science Park,<br>99 Padriciano<br>Trieste, Trieste, Italy<br>34149 |
| **Numero account** | 4000026842 |
| **Contatto** | Stefano Cozzini<br>040 3755079<br>stefano.cozzini@areasciencepark.it |
| **Entità di fatturazione** | Area di Ricerca Scientifica e Tecnologica di Trieste |
| **Spedire a** | Area di Ricerca Scientifica e Tecnologica di Trieste<br>99 Padriciano<br>Trieste , Trieste , Italy<br>34149 |
| **Destinatario finale** | Area di Ricerca Scientifica e Tecnologica di Trieste<br>Italy |

**COME ORDINARE**

| | |
|---|---|
| **Per tutti gli ordini riguardanti materiali di consumo,** inviare l'ordine online mediante **MyIllumina (http://my.illumina.com)**. | **Per tutti gli altri ordini,** inviare l'Ordine di Acquisto, su vostro formato, e una copia completa della presente offerta all'attenzione di:<br>**Illumina Customer Service**<br>customercare@illumina.com<br>Tel +31(0) 40-2064500<br>Fax: +31(0) 40-2064529 |

**Rappresentante Illumina**:

*Massimiliano Brugnoli*
*+39 (366) 6032270*
*mbrugnoli@illumina.com*

**PRODOTTO E PREZZO**

| Numero Catalogo | Descrizione articolo | Prezzo di listino (EUR) | Sconto | Prezzo scontato (EUR) | Unità | Subtotale (EUR) |
|---|---|---|---|---|---|---|
| SY-101-1003 | **iScan System, Illumina certified pre-owned** The Illumina iScan System, certified pre-owned is a bench-top reader for use with Illumina's MicroArray technology. For use in locations with 100-120V/220-240V, 50-60 Hz voltage. | 138,729.00 | 78,729.00 (56.75%) | 60,000.00 | 1 | 60,000.00 |
| Subtotale | | | | | | 60,000.00 |
| IVA stimata | | | | | | 13,200.00 |
| Investimento finale (EUR) | | | | | | 73,200.00 |

*Salvo diversa indicazione, i prezzi indicati sono al netto di qualsiasi imposta sul valore aggiunto o di altre imposte applicabili sulle vendite. L'IVA dovuta per il Vostro ordine è indicata sulla fattura che riceverete all'atto della fornitura/con la merce. L'IVA, laddove sia giuridicamente possibile, verrà da noi applicata al Vostro ordine e verrà visualizzata sulla fattura cartacea. L'IVA sarà dovuta secondo l'aliquota in vigore e potrà variare da paese a paese.*

**Condizioni di pagamento:** Net 60 Days

**INCOTERMS:** DDP: Delivered Duty Paid

**MESSAGGIO POST TARIFFE**

For information purposes: please note that this Quotation is linked to a Loaner/Rental Agreement for the above mentioned system and relates to the equipment with serial number CPN0807 (the "Agreement"). As part of the Agreement, Customer has a right to purchase the instrument in line with the relevant purchase option clause. This Quotation therefore relates to equipment that is already on site with Customer and no new instrument is to be shipped. The Terms & Conditions governing the sale shall be as determined in the Agreement.

## POLITICA DI SPEDIZIONE

Nel caso in cui la presente offerta non includa un programma di spedizione predefinito, si applicano i seguenti termini di spedizione:

- Tutti gli ordini devono avere un programma di spedizione definito. La data di spedizione iniziale deve essere compresa entro e non oltre 3 (tre) mesi dalla data di ricezione dell'ordine d'acquisto da parte di Illumina (come previsto nella Conferma d'ordine) e l'intero ordine deve essere spedito completo entro 12 (dodici) mesi dalla ricezione da parte di Illumina dell'ordine di acquisto.

- Qualsiasi eccezione a questi termini di attesa spedizione deve essere accettata per iscritto da Illumina e il Cliente deve pagare in anticipo almeno il cinquanta percento (50%) dell'importo dell'ordine di acquisto delle spedizioni interessate.

- I clienti possono richiedere 2 (due) ritardi di spedizione per ogni singolo ordine di acquisto. I mesi totali di spedizione differita per le spedizioni associate a un singolo ordine di acquisto non devono superare 6 (sei) mesi.

- Se il Cliente ha richiesto un differimento della spedizione, Illumina si riserva il diritto di modificare il tempo di consegna necessario per avviare la prima spedizione del Cliente (che può essere più lungo del tempo di consegna indicato al momento del collocamento dell'ordine).

- Se il Cliente non può ricevere la spedizione in conformità con detti termini, Illumina si riserva il diritto di annullare l'ordine nella sua totalità senza alcuna responsabilità nei confronti del Cliente.

Illumina non fornisce materie plastiche come micropiastre o puntali per pipette da utilizzare nei test elencati e questi non sono inclusi nei prezzi dei materiali di consumo forniti; tuttavia, a causa della natura altamente multiplata di tutti i test, la sola plastica contribuisce in minima parte al costo finale.

## Termini e Condizioni

L'offerta contenuta nel presente documento verrà automaticamente revocata da Illumina se non sarà sottoscritta dal Cliente e se non sarà accompagnata da un ordine di acquisto ricevuto da Illumina prima delle 17.00 (in base all'ubicazione dell'entità offerente Illumina) alla data di scadenza indicata a pagina 1 della presente Offerta.

Il Cliente si impegna a fornire a Illumina un ordine di acquisto che includa tutti gli articoli elencati nella presente Offerta prima della data di scadenza. L'ordine di acquisto deve fare riferimento a questa Offerta.

Con la presente Offerta, Illumina offre in via condizionale al Cliente i prodotti e/o servizi Illumina descritti sopra. La presente offerta è subordinata all'accettazione, da parte del Cliente, dei termini e delle condizioni Illumina, elencati di seguito o diversamente inclusi nel prodotto o nel servizio, applicabili al prodotto o servizio specifico citato ("Termini e Condizioni"), i quali costituiscono l'unico ed esclusivo accordo tra il Cliente e Illumina in merito al particolare prodotto o servizio.

A scanso di equivoci, i termini e le condizioni applicabili a "Prodotti specifici per Test" che hanno un uso specifico previsto nella documentazione di tali prodotti, come stabilito in detti termini e condizioni, sono applicabili solo ai prodotti diagnostici in vitro.

Inoltre, indipendentemente dall'entità Illumina elencata nella pagina di copertina della presente Offerta, le parti comprendono e concordano che, nel caso in cui una società affiliata di Illumina fornisca prodotti o servizi al Cliente, tale società affiliata sarà l'entità competente in materia di offerta e contrattazione per i prodotti o servizi previsti dalla presente Offerta e relativi Termini e Condizioni.

Con l'invio di un ordine, il Cliente accetta e conviene che i Termini e le Condizioni cui si fa riferimento nella presente Offerta costituiscono l'unico ed esclusivo accordo tra il Cliente e Illumina relativamente ai prodotti e/o servizi come descritto sopra e accetta tutti gli altri termini della presente Offerta. IN DEROGA A QUANTO SOPRA INDICATO, QUALORA ILLUMINA E IL CLIENTE ABBIANO SOTTOSCRITTO UN CONTRATTO VALIDO E APPLICABILE, CHE DISCIPLINI I PRODOTTI E/O I SERVIZI ILLUMINA SOPRA DESCRITTI, L'ORDINE DI PRECEDENZA TRA IL CONTRATTO E I TERMINI E LE CONDIZIONI SARÀ IL SEGUENTE: IN CASO DI CONFLITTO TRA I TERMINI DEL CONTRATTO E I TERMINI E CONDIZIONI, OVVERO QUALORA IL CONTRATTO INCLUDA TERMINI SUPPLEMENTARI NON INDICATI NEI TERMINI E CONDIZIONI, IL CONTRATTO SARÀ FATTO PREVALERE RISPETTO A TALI TERMINI.

https://www.illumina.com/company/legal/terms-and-conditions.html