

VERILY SUPPLIER PURCHASE ORDER TERMS AND CONDITIONS

Introduction. These terms and conditions (“**Terms and Conditions**”) together with a Purchase Order form an “**Agreement**” between Verily Life Sciences LLC (“**Verily**”) and the supplying party specified on the Purchase Order (“**Supplier**”) for the purchase of all Products or Services provided by Supplier, directly or indirectly, to or for Verily, under the applicable Purchase Order. No terms other than the Agreement will apply to Supplier’s provision of Products or Services, except if the parties have executed a separate written agreement governing the Products or Services (“**Existing Agreement**”), in which case the Existing Agreement will govern. If there is a conflict between these Terms and Conditions and any Purchase Order, these Terms and Conditions govern. Verily objects to any additional or different terms in any Supplier documents, including quotations or acknowledgments. Those Supplier terms will be considered material alterations to the Agreement and are void.

1. **Definitions.**

- 1.1 “**Background IP**” means all IP owned, created or discovered by a party: (a) before Supplier performs Services, or (b) independent of the Agreement.
- 1.2 “**Defect**” or “**Defective**” means with respect to a Product a failure to meet the Product warranties in Sections 8.2(A) and 8.2(B).
- 1.3 “**Deliverables**” means custom work product that Supplier creates under a Purchase Order.
- 1.4 “**Developed IP**” means any IP other than Background IP created or discovered by Supplier or Verily in connection with the Agreement.
- 1.5 “**Intellectual Property Rights**” means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.
- 1.6 “**IP**” means anything protectable by an Intellectual Property Right.
- 1.7 “**Product**” means product, including hardware and software, sold by Supplier, including any Deliverables.
- 1.8 “**Purchase Order**” means a purchase order (including any incorporated attachments) for Product or Services submitted to Supplier by Verily.
- 1.9 “**Services**” means services provided by Supplier.
- 1.10 “**Specifications**” means those specifications (if any) identified in a Purchase

Order or as the parties may otherwise agree to in writing.

- 1.11 **“Tax(es)”** means all applicable taxes and similar obligations, except for taxes based on Supplier’s net income, net worth, employment, personal and real property, and assets.
- 1.12 **“Third Party Materials”** means any information or materials owned by a third party or any open source materials.
- 1.13 **“Warranty Period”** means the 12month period starting on the date Verily accepts a Product.
- 1.14 The words **“include”** and **“including”** mean “including but not limited to.”
- 1.15 Written communication includes email.
- 1.16 When examples are provided in these Terms and Conditions, they are for illustrative purposes only, and are not the exclusive examples of a particular concept or provision.

2. **Ordering Product and Services.**

- 2.1 Purchase Orders. Verily may submit Purchase Orders in writing, including electronic transmission. Unless the parties mutually agree otherwise in writing, Purchase Orders will state prices, delivery dates, and delivery locations for Products and Services.
- 2.2 Changes. Verily may reschedule Products or Services, change the delivery destination for Products in any Purchase Order, change the Services provided under any Purchase Order, or cancel any Purchase Order upon written notice to Supplier at any time before the scheduled delivery or completion date, as applicable, at no cost to Verily, except that if requested changes materially increase or decrease the cost to provide Products or Services, the parties will negotiate an appropriate adjustment to their obligations under the Purchase Order. Supplier will not unreasonably withhold or delay agreement to any change requested by Verily.
- 2.3 Cancellation. Supplier will stop work on the applicable Purchase Order immediately upon receipt of a cancellation notice from Verily. If Verily cancels a Purchase Order for Services before the scheduled delivery date, Supplier may invoice Verily for work completed at a prorated price based upon the percentage of work completed prior to the date of cancellation, and Supplier will immediately ship to Verily all Deliverables and work in progress that are the subject of such invoice.

3. **Product Delivery.**

- 3.1 Product Shipping.

- (A) Delivery Terms: Title Transfer. Unless otherwise specified in the Purchase Order, Supplier will deliver Products DDP (Incoterms 2010) to the delivery destination stated in the Purchase Order, with title and risk of loss transferring from Supplier to Verily at the delivery destination.
 - (B) Trade Compliance. When Supplier is responsible for exporting or importing Product, Supplier will obtain all authorizations and permits necessary to fulfill all applicable governments' requirements for Product shipment.
 - (C) Import/Export Information. Upon Verily's request, Supplier will provide Verily with any information Verily reasonably requests regarding Product importation, exportation or distribution.
- 3.2 Product Packing. Supplier will package Products according to any instructions Verily provides in a Purchase Order, and if none are provided, then according to good commercial practice to ensure safe arrival of the Products.
- 3.3 Advance Delivery. Verily may refuse any delivery made more than 5 days before the delivery date and Supplier will redeliver the Product on the correct date at Supplier's expense.
- 3.4 Excess Product. Verily may return to Supplier, at Supplier's expense, any quantity of Product exceeding that specified in the Purchase Order.
- 3.5 Late Product Delivery. If a Product shipment (or part of a shipment) is late, Supplier will: (i) immediately propose a new delivery date, (ii) use best efforts to expedite delayed Product at Supplier's expense, and (iii) issue Verily a discount or refund on the purchase price for Product delivered late, unless otherwise agreed by the parties. Notwithstanding the foregoing Section 3.5, Verily may (a) cancel without liability the applicable Purchase Order or portions of the Purchase Order for late Product not yet delivered, or (b) cover for late Product by sourcing products from another supplier, at Supplier's reasonable expense.
4. **Inspection, Acceptance, Rejection**.
- 4.1 Inspection and Acceptance. Verily may inspect Product and return Defective Product. Any Product or Service not rejected within 30 days of receipt will be deemed accepted by Verily. Verily's payment to Supplier for Product or Services will not be treated as acceptance.
- 4.2 Rejected Product. At Verily's option, Verily may: (i) return rejected Products, and Supplier will immediately replace returned Products, at Supplier's expense, including all freight costs; or (ii) use the defective Products and obtain a reduction in price.
- 4.3 Defect Replacement Procedure.

- (A) For Product that is discovered Defective during the Warranty Period, Supplier will, at its expense and at Verily's option,
 - (1) replace or repair Defective Product and redeliver such repaired or replaced Product to Verily within a commercially reasonable time frame agreed to by Verily,
 - (2) refund Verily the Product purchase price within 30 days of receiving Verily's notice that a Product is Defective, or
 - (3) reimburse Verily for the reasonable cost to have the Product repaired within 30 days after receiving Verily's invoice.
- (B) Supplier is responsible for all costs, damages, and liabilities incurred by Verily as a result of Defective Product.
- (C) All Products undergoing repair will at all times remain Verily's property.
- (D) Supplier will warrant replacement Product for the longer of 90 days following Verily's acceptance of the replacement Product or the remainder of the original Product's Warranty Period.

5. **Payment.**

5.1 **Invoice Issuance and Payment.**

- (A) Registered Suppliers on Verily's Supplier Portal hosted by Coupa will invoice Verily upon Verily's acceptance of the Products and Services by submitting invoices to the online portal at <https://supplier.coupahost.com> according to the portal's instructions. Suppliers not registered on Verily's Supplier Portal will receive an invite to register from Verily's Vendor Management team.
- (B) Except as specifically stated in the Purchase Order, Supplier will be responsible for all costs it incurs in connection with providing the Services.
- (C) Verily will pay a correct invoice for accepted Products or Services within 30 business days following the later of: (i) delivery of the Products or completion of Services, or (ii) receipt of a correct invoice by Verily's accounts payable department. Correct invoices must include Purchase Order number, complete bill-to address, Product part numbers and quantities, itemization and English language description of Products or Services, unit prices, applicable tax or other charges, and extended totals.
- (D) Verily is not obligated to pay any invoice submitted 180 days or more

after a Product is shipped or Services are completed.

- (E) In addition to other rights and remedies Verily may have, Verily may offset any payment obligations to Supplier that Verily may incur under the Agreement against any fees owed to Verily and not yet paid by Supplier under the Agreement or any other agreement between Supplier and Verily.

5.2 Invoice Disputes. If Verily initiates an invoice dispute, Verily will include a written description of the disputed portion of the invoice. Upon Verily's request, Supplier will issue separate invoices for undisputed and disputed amounts. Payment of undisputed amounts will not limit Verily's right to object and refuse payment of disputed amounts.

5.3 Taxes. Prices do not include any applicable Taxes. If Supplier is legally obligated to collect applicable Taxes, Supplier must state each applicable Tax as a separate line item on its invoice to Verily. Verily will pay Taxes separately stated on correct, undisputed, and timely invoices for applicable Products or Services, unless Verily provides Supplier with a valid tax exemption certificate. To be correct, invoices for value added Tax or goods and services Tax must meet all of the relevant Tax authority's requirements (to allow Verily to obtain relief from such Tax if available). If Verily is obligated to withhold any Taxes from its payments to Supplier, Verily will make the payments net of the withheld amounts.

6. **Product License; Limitations.**

6.1 Product License Grant.

- (A) For those portions of a Product that are Deliverables, Section 7.4 (Services Intellectual Property Rights; Licenses) will apply.
- (B) For those portions of a Product that are not Deliverables, Supplier grants Verily, its affiliates, distributors, and end users a perpetual, irrevocable, nonexclusive, worldwide, fully paid-up, royalty-free license to use, modify, sell, offer for sale, import, and otherwise dispose of the Product, including any bug fixes, updates or upgrades developed by Supplier for the respective Product.

6.2 Limitations. Nothing in this Agreement grants a party any license, right, or interest in the other party's trademark(s), trade name(s) or service mark(s). Neither party will alter or modify any proprietary rights notices on the other party's IP.

7. **Custom Services.**

To the extent that Supplier provides Services, this Section 7 will also apply.

7.1 Services Provision. Supplier will:

- (A) develop, test, and deliver to Verily all Deliverables in accordance with the applicable Purchase Order, and, if requested by Verily, provide Verily with supporting documentation evidencing Supplier's testing, and all assistance necessary for Verily to fully inspect the Deliverables;
- (B) provide all materials, equipment, and personnel necessary for performing the Services unless stated otherwise in the Purchase Order;
- (C) provide Verily with status reports regarding Supplier's progress on Deliverables, at the frequency requested by Verily;
- (D) comply with all applicable Verily policies if and when Supplier is at Verily's facilities.

7.2 Rejected Services. Notwithstanding any acceptance by Verily, if any Services do not meet the applicable warranties or other criteria under the Agreement, at Verily's option, Verily may:

- (A) require Supplier to re-perform the non-conforming Services at no charge to Verily;
- (B) reperform the nonconforming Services itself, or have a third party do this, and charge Supplier the reasonable cost of this reperformance;
- (C) accept the Services and obtain a reduction in price; or
- (D) reject the nonconforming Services and obtain a refund from Supplier for all amounts paid in relation to these Services.

7.3 Failure Analysis. Upon Verily's request, Supplier will perform a failure analysis of any returned Deliverable that is suspected to be Defective. Supplier will use reasonable efforts to provide Verily with (a) an initial assessment of the Defect's cause(s) within 1 week of receiving the returned Deliverable; and (b) a final assessment of the Defect's root cause within 3 weeks of receiving the returned Deliverable.

7.4 Services Intellectual Property Rights; Licenses.

- (A) Ownership. Subject to Supplier's Intellectual Property Rights in any of Supplier's Background IP incorporated in any Deliverables (and any applicable third parties' Intellectual Property Rights in Third Party Materials approved by Verily in accordance with 7.4(D)):
 - (1) Title to the Deliverables will transfer to Verily upon delivery.
 - (2) Verily owns any Developed IP.

- (3) The Developed IP is a work made for hire to the extent permitted by applicable law, and Verily retains all Intellectual Property Rights in the Developed IP.
 - (4) To the extent that Supplier or any of its personnel, subcontractors or agents own any rights in the Developed IP, Supplier assigns (or will procure the assignment of) all rights (including Intellectual Property Rights), title, and interest in the Developed IP to Verily. If applicable law prevents future assignments, Supplier will assign (or will procure the assignment of) such rights as these are created.
 - (5) If applicable law prevents Supplier from transferring ownership of any Developed IP to Verily, Supplier grants Verily a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferrable, worldwide license (with the right to sublicense) to make, use, import, offer for sale, sell, export any component of, reproduce, prepare derivative works of, distribute, publicly perform, and publicly display the Developed IP.
 - (6) If requested by Verily, Supplier will timely perform all acts reasonably necessary to accomplish the assignments and other transactions specified in the Agreement.
 - (7) Supplier will not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Deliverables and Developed IP, and will ensure that all of its personnel, subcontractors, and agents and other third parties who have moral rights in the Deliverables will also not assert, and to the extent permitted by applicable law, will waive, those moral rights.
- (B) Supplier Background IP License. If Supplier includes any Supplier Background IP in any Deliverables, Supplier must describe such Background IP in writing, and Supplier grants to Verily and its affiliates a perpetual, irrevocable, non exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense) to:
- (1) reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use the Supplier Background IP, in connection with the Deliverables and Developed IP; and
 - (2) make, use, sell, offer for sale, import, export any component of, and otherwise dispose of the Supplier Background IP, in connection with the Deliverables and Developed IP.

(C) Verily Resources License.

(1) License. If Verily provides Supplier with any Verily Background IP or Developed IP, software, equipment, tooling, or other materials in connection with this Agreement to provide Services (“**Verily Resources**”), Verily grants Supplier a limited, nonexclusive, non transferable, royalty-free license (with the right to sublicense only to its subcontractors authorized by Verily under Section 12.3 (Delegation and Subcontracting)) to use those Verily Resources solely for the purpose of, and only to the extent needed, performing Services or making Deliverables for Verily.

(2) Conditions. Supplier will be responsible for the use and protection of the Verily Resources and will, at Verily’s option, replace or reimburse Verily for the replacement cost of any Verily Resources lost or damaged before its return to Verily.

(3) Return. Supplier will return the Verily Resources to Verily immediately after provision of all Deliverables and Services or any termination of this Agreement.

(D) Third Party Materials. Supplier will not incorporate any Third Party Materials into any Deliverable without Verily’s prior written approval of such incorporation and any applicable license terms.

(E) Background IP Limitations. Nothing in this Agreement grants a party any license, right, or interest in the other party’s Background IP under the Agreement, except for the licenses granted in this Section 7.

8. **Representations and Warranties, Disclaimers.**

8.1 Mutual. Each party represents and warrants that: (a) it has the full power to enter into this Agreement, carry out its obligations under this Agreement, and grant the rights and licenses it grants the other in this Agreement; (b) its compliance with this Agreement will not violate any agreements it has with any third party; (c) it is an equal opportunity employer and will comply with all applicable employment and nondiscrimination laws, including laws applicable to U.S. federal government contractors.

8.2 Supplier. Supplier represents and warrants that:

(A) Specifications. The Products and Services will comply with their Specifications and will be of satisfactory quality and reasonably fit for any purpose made known to Supplier.

(B) Products. Products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the Warranty Period.

- (C) Software. For software provided by Supplier, (i) there is no open source software in the Products (or any other items provided by Supplier), unless Supplier has notified Verily in writing before delivery and Verily has consented in writing to accepting this open source software, and (ii) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
- (D) Quality. Supplier's performance under this Agreement will be of professional quality and performed consistent with generally accepted industry standards.
- (E) License Rights; No Claims. Supplier (i) owns or has properly licensed all Products and Services provided by Supplier under this Agreement and Verily will acquire good and clear title, and (ii) has no knowledge of any unresolved claims, demands, or pending litigation alleging that the Products or Services infringe or misappropriate any Intellectual Property Rights of any third party.
- (F) PassThrough. Supplier will, to the extent it is contractually permitted to do so, provide to Verily the benefits of manufacturers' or suppliers' warranties and guarantees for material or equipment incorporated into the Products or Services, and will perform its responsibilities so that such warranties or guarantees remain in full effect.
- (G) Confidentiality. Supplier will (i) keep confidential the terms of this Agreement and all nonpublic and proprietary Verily information, and will only use such information to provide Products and Services under this Agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to Verily, if permitted by law; and (ii) not use in providing Products or Services or disclose to Verily any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and Verily.
- (H) Insurance. Supplier will maintain: (i) insurance against general liability and property damage, (ii) workers compensation insurance as required by law where Services will be provided, including employer's liability coverage; and (iii) additional insurance limits and coverages as Verily may require, depending upon Services provided.
- (I) Compliance with Supplier Code of Conduct. Supplier will comply with the Supplier Code of Conduct (available at <https://verily.com/responsiblesupplychain/>)

- (J) Compliance with Laws. In connection with this Agreement, Supplier, its personnel, subcontractors, and agents will comply with all applicable laws, directives, and regulations, including anti-bribery laws, conflict minerals laws, employment laws, import/export laws, materials disposal laws, and data privacy laws, including the following:
- (1) In performing its obligations under the Agreement, Supplier will comply with all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit both direct and indirect corrupt offers of anything of value to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, Supplier will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. "Government officials" include any government employee, candidate for public office, and employee of government-owned or government-controlled companies, public international organizations, and political parties.
 - (2) Upon request, Supplier will provide a complete and accurate conflict mineral report detailing the source and chain of custody of conflict minerals (in a format that is at least as comprehensive as the EICC/GeSI reporting template) for each Product.

8.3 Personal Information Safeguards.

- (A) Under this Agreement, Supplier will not receive, or have access to, use or store Personal Information (as defined below). If however, Supplier receives, or has access to, uses or stores Personal Information under this Agreement, then this Section 8.3 will apply (in addition to Section 8.2(G) (Confidentiality)).
- (B) "**Data Protection Law**" means: (a) the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as updated); (b) any other applicable data privacy legislation or regulation; and (c) Verily's privacy policy (available at <http://www.google.com/privacypolicy.html> or such other URL as Verily may provide).
- (C) "**Personal Information**" means any information relating to an identified natural person or a directly or indirectly identifiable natural person.
- (D) To the extent Supplier receives, or has access to, uses or stores Personal Information under this Agreement Supplier will:

- (1) immediately notify Verily;
- (2) implement and maintain administrative, physical, and technical safeguards (“**Safeguards**”) that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. Supplier will not permit access to Personal Information except to those who need to know it in order to perform under this Agreement, and will ensure that any third party accessing Personal Information protect it with Safeguards at least as strong as supplier’s Safeguards;
- (3) upon Verily’s instruction, delete such Personal Information immediately or return it to Verily in a secure manner and delete all remaining copies of Personal Information after such return and provide documentation of the deletion to Verily;
- (4) not use the Personal Information for any other purpose than compliance with its obligations under this Agreement; and
- (5) if Supplier has reason to believe that Personal Information is reasonably likely to have been accessed for an unauthorized purpose or by unauthorized persons (an “**Incident**”): (a) promptly notify Verily by emailing external-incidents@verily.com; (b) reasonably assist Verily in investigating and remedying any Incident and any related inquiry or claim; and (c) provide Verily with reasonable assurance that Supplier has corrected all circumstances under Supplier’s control that led to the Incident.

8.4 Transfer Regulations; No liability for personnel.

- (A) Because the parties have entered into the Agreement with the intent that under no circumstances will either the Services or the Agreement give rise to any transfer of employment under Transfer Regulations, neither Verily, its affiliates, nor any Replacement Supplier will have any liability for any of Supplier’s current or former personnel, whether under Transfer Regulations or otherwise.
- (B) “Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any other applicable national regulations implementing the European Council Directive 2001/23/EC.A.
- (C) “Replacement Supplier” is a third party that Verily or its affiliates engages to replace Supplier (in whole or in part) in performing services that are the same as or similar to the Services. To the extent permitted by applicable law, Replacement Suppliers will be third party beneficiaries under this Section 8.4, provided that the parties may amend any part of this Agreement without the

Replacement Supplier's consent, even if that amendment affects or will affect the benefits conferred on the Replacement Supplier.

- 8.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Defense and Indemnity**.
- 9.1 Obligations. Supplier will defend and indemnify Verily and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third party legal proceeding to the extent arising from:
- (A) Supplier's breach of this Agreement;
 - (B) Supplier's negligence, willful misconduct, fraud, misrepresentation, or violation of law;
 - (C) any property damage, personal injury, or death related to Supplier's performance under this Agreement or use of a Product or Service; or
 - (D) claiming that use, possession, or sale of the Products or Services violates or infringes a third party's rights, including Intellectual Property Rights.
 - (E) any allegation, claim or determination by a court or agency that (A) any of Supplier's personnel is an employee of Verily or (B) the Services or this Agreement have given rise to any transfer of employment under Transfer Regulations or otherwise; or
 - (F) any allegation by Supplier's personnel or a third party under applicable labor or employment laws (including claims related to engagement, employment or termination of Supplier's personnel), except to the extent caused by Verily's unlawful acts or omissions.
- 9.2 Remedies. If an injunction preventing continued use of any Products or Services is threatened or granted, Supplier will do the following at its sole expense:
- (A) procure the right to continue providing the Products or Services in compliance with this Agreement; or
 - (B) modify the Products or Services to make them noninfringing without materially reducing their functionality; or

- (C) replace the Products or Services with a noninfringing, functionally equivalent alternative.

10. **Limitations of Liability.**

10.1 Liability. IN SECTION 10, "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

10.2 Exclusion. SUBJECT TO SECTION 10.4, NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR:

- (A) THE OTHER PARTY'S LOST REVENUES;
- (B) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR
- (C) EXEMPLARY OR PUNITIVE DAMAGES.

10.3 Limitations. SUBJECT TO SECTIONS 10.2 AND 10.4:

- (A) EXCEPT AS SET FORTH IN SUBSECTION (B), EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAYABLE BY VERILY TO SUPPLIER UNDER THE APPLICABLE PURCHASE ORDER; AND
- (B) EACH PARTY'S AGGREGATE LIABILITY UNDER SECTION 9 (DEFENSE AND INDEMNITY) IS LIMITED TO THE GREATER OF THE AMOUNT PAYABLE BY VERILY TO SUPPLIER UNDER THE APPLICABLE PURCHASE ORDER OR US\$1,000,000.

10.4 Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:

- (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;
- (B) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (C) BREACH OF SECTION 8.2(G) (CONFIDENTIALITY);
- (D) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR
- (E) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR

LIMITED UNDER APPLICABLE LAW.

11. **Termination.**

11.1 **Termination.**

- (A) Either party may terminate this Agreement:
 - (1) immediately for breach of confidentiality; and
 - (2) upon written notice if the other party materially breaches any other provisions of this Agreement and fails to remedy that breach within 30 days after written notice.
- (B) Verily may terminate this Agreement for convenience upon 45 days' written notice.
- (C) Termination of the Agreement terminates all outstanding Purchase Orders effective as of the termination notice date, subject to Section 2.3 (Cancellation).

11.2 **Survival.** Supplier's obligations to deliver non-cancelled Product and Sections 1, 2.3, 4.2, 4.3, 6, 7.4(A), 7.4(B), 7.4(D), 8, 9, 10, 11.2, and 12 will survive any termination of the Agreement.

12. **General.**

12.1 **Records.** Supplier will maintain in reasonable detail accurate records relating to this Agreement. For a period of one year after the date of each Purchase Order, Verily and its agents may audit Supplier's relevant records to confirm compliance with this Agreement.

12.2 **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

12.3 **Delegation and Subcontracting.** Supplier may not subcontract any of its obligations under this Agreement without Verily's written consent. Supplier will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

12.4 **Assignment.** Neither party may assign any part of this Agreement, without the written consent of the other, except that Verily may assign any rights or obligations under this Agreement to an affiliate.

12.5 **Change of Control.** If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) that party will give written notice to the other party within 30 days after the change

of control.

12.6 Governing Law.

(A) ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

(B) If the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are otherwise applicable, the parties expressly exclude them from applicability under the Agreement.

12.7 No Agency. This Agreement does not create any agency, partnership or joint venture between the parties, nor does it create the relationship of employer or employee between Verily and Supplier or between Verily and any of Supplier's personnel.

12.8 Notices. All notices of termination or breach must be in English, in writing, and addressed to the other party's Legal Department. The address for notices to Verily's Legal Department is verily-counsel@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

12.9 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

12.11 No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

12.12 Entire Agreement, Modification. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. In entering into the Agreement neither party has relied on and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.

