

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

**1. Purchase Order; Offer and Acceptance.** These general terms and conditions are part of a purchase order issued by Personalis, Inc. or its affiliate identified on the face of the purchase order ("PERSONALIS") to the other party identified on such purchase order ("SELLER"), and may be printed on the back of the purchase order form or provided separately or electronically. Regardless of how presented, these general terms and conditions together with the terms on the face of the purchase order collectively constitute an agreement (the "Purchase Order"), and SELLER's acceptance of each Purchase Order signifies SELLER's consent to, and is expressly limited to and conditioned upon, acceptance of these general terms and conditions. This Purchase Order is only an offer to enter into a contract for the specified Products (as defined below). PERSONALIS may revoke, amend or modify this offer at any time prior to SELLER's acceptance. "Products" means any goods, materials, hardware, computer software, documentation, data, and services and other related items provided by or through SELLER pursuant to this Purchase Order. SELLER agrees that any affiliate of PERSONALIS may purchase Products on the terms and conditions of this Purchase Order by providing SELLER with notice of such affiliate's election to do so.

**2. Prices and Payment.** All prices will be as stated in this Purchase Order and are firm and not subject to increase. Unless PERSONALIS has otherwise agreed in writing, payment terms are net thirty (30) days from the later of the date PERSONALIS receives SELLER's invoice or the date on which PERSONALIS accepts the Products. PERSONALIS may withhold payment pending receipt of evidence, in such form and detail as PERSONALIS may direct, of the absence of any liens, encumbrances or claims on the Products. No payments will be made by PERSONALIS without an invoice containing supporting detail and a reference to the applicable Purchase Order number. Payment of an invoice shall not constitute acceptance of Products, and shall be subject to adjustment for errors, shortages, defects, or other causes; furthermore, payment shall not limit or impair PERSONALIS' right to assert any legal or equitable remedy, or relieve the SELLER'S responsibility for latent defects. PERSONALIS may set off any amount owed by PERSONALIS against any amount owed by SELLER or any of its affiliates to PERSONALIS. SELLER will pay all taxes, duties and other governmental assessments in connection with the sale or delivery of the Products to PERSONALIS. All references to currency set forth in this Purchase Order refer to United States Dollars. Payment in connection with any discount term will be calculated from: (a) scheduled delivery date, (b) actual delivery date, (c) the date an acceptable invoice is received, or (d) the date PERSONALIS accepts the Products, whichever is latest; payment will be considered made when PERSONALIS mails a check or submits the instructions to its bank to pay SELLER by wire transfer, unless, in either case, a different date of payment is determined by applicable law.

### 3. Delivery.

(a) Unless designated otherwise: (i) for domestic orders: all deliveries are F.O.B. Destination to the location designated on this Purchase Order and (ii) for international orders: all deliveries are Delivered Duty Paid as defined by Incoterms from time to time. For both domestic orders and international orders, title to all Products will vest in PERSONALIS upon delivery and all risk of loss shall remain with SELLER until the Products have actually been received and accepted by PERSONALIS at the applicable destination according to the terms and conditions of this Purchase Order.

(b) Time is of the essence, and deliveries shall be made both in quantities and at times specified in the Purchase Order. No partial delivery or delivery of added quantities shall be made unless otherwise expressly agreed to in writing by an authorized PERSONALIS representative. PERSONALIS shall not be required to make payment for Products delivered that are in excess of quantities specified in the Purchase Order. PERSONALIS assumes no responsibility for Products delivered in excess of such stated quantities and may elect to return over-shipments to SELLER at SELLER'S own risk and expense. For orders of Products where quantities and/or delivery schedules are not specified, SELLER shall deliver Products in such quantities and times as PERSONALIS may direct in subsequent written releases.

(c) SELLER will mark and package each shipment in suitable containers in accordance with PERSONALIS' written instructions or, if none, in compliance with sound commercial practices for the Products, and SELLER shall comply with all relevant laws and regulations relating to the packaging, labeling and carriage of the Products in the countries of manufacture, shipment, transit or destination. An itemized packing list and bill of lading (or other shipping receipt) must be included with each shipment delivered to PERSONALIS under this Purchase Order. The marks on each package and identification of the Products on packing lists, bills of lading (or other shipping receipts) and invoices must be sufficient to enable PERSONALIS to easily identify the Products purchased, with the Purchase Order number clearly displayed on the face of the packing list. SELLER will pay all costs of packaging, transportation and insurance in delivering the Products to PERSONALIS' premises. SELLER will provide Product marking, labeling, and documentary evidence for country-of-origin certified by the appropriate authorities according to PERSONALIS' instructions.

(d) As soon as SELLER realizes or has grounds to suspect that the delivery or performance will be delayed it shall notify PERSONALIS in writing, giving the reason for the delay and setting out the steps being taken by SELLER to avoid or reduce the delay. SELLER shall use all reasonable means to minimize any potential delay in delivery or performance. If the Products or any part of them are not delivered or performed within the time specified in and in accordance with the Purchase Order, PERSONALIS shall without prejudice to any other remedies contemplated by law have the right to terminate the contract without further notice, either (i) wholly or (ii) to the extent of the SELLER'S default, and/or to acquire equivalent items from a third party and claim any difference in price or other related cost or expense from the SELLER.

(e) If SELLER'S acts or omissions result in SELLER'S failure to meet PERSONALIS' delivery requirements and PERSONALIS requires a more expeditious method of transportation for the Products than that originally specified by PERSONALIS, SELLER shall ship the Products as expeditiously as possible at SELLER'S sole risk and expense.

(f) SELLER will provide PERSONALIS with U.S. Customs entry data and information and receipts for duties paid, as PERSONALIS determines necessary for PERSONALIS to qualify for duty drawback. At the time of delivery of the Products, but in no event later than fifteen (15) days after each calendar quarter, SELLER will provide said documents accompanied by a completed Certificate of Delivery of Imported Merchandise or Certificate of Manufacture and Delivery of Imported Merchandise as promulgated pursuant to 19 CFR 191, or successor regulations.

### 4. Quality.

(a) SELLER shall apply, maintain and document a quality system that complies with ISO or a comparable standard for guaranteeing that the Products comply with the agreed quality. PERSONALIS reserves the right to inspect and check the premises of SELLER and its sub-contractors to ensure that all the obligations of SELLER in respect of the Products have been met. Any such action by PERSONALIS shall not limit SELLER'S liability or warranty.

(b) SELLER agrees to participate in PERSONALIS' supplier quality improvement program(s) and to comply with all quality requirements and procedures specified by PERSONALIS. In addition, PERSONALIS is entitled to inspect the Products (including the performance of tests), during manufacture, prior to delivery, prior to final acceptance or within reasonable time after delivery, and reject them for failure to conform to this Purchase Order. PERSONALIS has the right upon reasonable notice to enter SELLER'S facilities to inspect the production and/or performance of the Products, without precluding subsequent inspection and rejection of the Products. PERSONALIS' inspection of any Products shall not constitute acceptance of any work-in-progress or finished Products.

### 5. Changes.

(a) PERSONALIS may, at any time and from time to time, by written notice to SELLER, make changes in specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. SELLER agrees to promptly make such changes. If such a change causes an increase in the cost or time required for SELLER'S performance, an equitable adjustment may be made in the price or other terms of this Purchase Order if requested by SELLER prior to change implementation. Any claim for adjustment is waived unless made in writing within thirty (30) days after receipt of PERSONALIS' written notice. Supplier shall continue with performance of this Purchase Order in accordance with the notice of change or amendment. A change by PERSONALIS pursuant to this Section shall not constitute a breach or default by PERSONALIS.

(b) Change control systems at both SELLER and PERSONALIS will be used to document and approve changes related to the Products prior to incorporation of any such changes. SELLER agrees to notify PERSONALIS prior to changes to Product specifications, manufacturing processes and equipment, primary manufacturing facility, raw materials or any additional changes that will affect the final specifications of Products provided to PERSONALIS. Upon request, SELLER shall submit samples of the proposed Products for evaluation and approval by PERSONALIS. PERSONALIS' change documentation will be used for formal notification of approved changes to the other party.

**6. Intellectual Property.** SELLER grants to PERSONALIS a license to all intellectual property rights that are necessary for PERSONALIS and its affiliates to use the Products. SELLER agrees that any intellectual property (including any inventions) arising from or made in the course of performing services for PERSONALIS or as a result of receiving or observing Confidential Information (defined below) constitute "works made for hire" and are and remain the exclusive property of PERSONALIS. SELLER will assign and does hereby assign to PERSONALIS or its designee all right, title and interest in and to such intellectual property. SELLER will promptly report in writing patentable inventions to PERSONALIS and, upon request, will assist PERSONALIS or its designee in obtaining any patents, registering any copyrights or acquiring any other intellectual property protection.

### 7. Confidentiality.

(a) "Confidential Information" means any and all scientific, technical, financial or business information, or trade secrets, that are delivered or otherwise disclosed to SELLER (including by observation by SELLER) by or on behalf of PERSONALIS or its affiliates. SELLER agrees: (i) to hold in confidence all Confidential Information and not to disclose Confidential Information without the express prior written consent of PERSONALIS; (ii) to use Confidential Information solely for the purpose of fulfilling SELLER'S obligations under this Purchase Order; (iii) to protect the Confidential Information using not less than a reasonable degree of care; and (iv) not to reproduce the Confidential Information except as required solely for the purpose of fulfilling SELLER'S obligations under this Purchase Order.

All reproductions of Confidential Information will be Confidential Information. SELLER agrees to limit dissemination of and access to Confidential Information to those individuals in the SELLER's organization who have a need to know Confidential Information for the above-described purpose and who have signed agreements containing, or are otherwise bound by, non-disclosure and non-use obligations at least as restrictive as those contained herein; SELLER remains liable for the compliance of such individuals with such obligations.

(b) SELLER recognizes that the facilities of PERSONALIS and its affiliates are private and SELLER will abide by the security requirements and conditions for access and usage of such facilities. SELLER agrees that only those subjects, areas and programs designated by PERSONALIS as necessary to fulfill the requirements of this Purchase Order will be accessed and/or perused by SELLER or any individuals fulfilling SELLER's obligations under this Purchase Order. SELLER agrees to comply with the policies and procedures of PERSONALIS and its affiliates regarding access to and permitted conduct at such facilities. In no event will any Confidential Information, programs or other information be copied or removed without PERSONALIS' express prior written consent.

**8. Announcements; Press Releases.** SELLER will not issue any announcement or press release mentioning PERSONALIS or its affiliates and will not disclose to others the fact that PERSONALIS has purchased or plans to purchase the Products from SELLER, or the terms and conditions of such purchase, without PERSONALIS' express prior written approval, except as is necessary to fulfill SELLER's obligations under this Purchase Order, or as required by applicable law.

**9. Warranties; Remedies.**

(a) In addition to any other express or implied warranties, SELLER represents, warrants and covenants that (i) all Products delivered under this Purchase Order will be suitable for the uses intended, will conform to all samples, drawings, descriptions and specifications furnished and will be free of liens and encumbrances, (ii) in the case of services, such services will be consistent with the highest applicable professional standards, (iii) SELLER has the legal right to grant the licenses provided under this Purchase Order without violating any intellectual property rights of any third parties, and (iv) unless otherwise specified in this Purchase Order, all materials furnished by the SELLER will be new, of the grade and quality specified (or if not specified, of the most suitable grade of their respective kinds for the application), and free from all defects in design, material and workmanship.

(b) At its expense and option, SELLER will replace or repair any Products not conforming to the foregoing warranties. If, after notice from PERSONALIS, SELLER fails promptly to replace or repair any such Products, SELLER will promptly refund to PERSONALIS the full purchase price paid by PERSONALIS for such Products. Neither acceptance of nor payment for Products by or on behalf of PERSONALIS will relieve SELLER of responsibility for faulty materials, equipment, or workmanship, whether furnished by SELLER or its subcontractors. SELLER will remedy, as soon as possible, defects appearing within one (1) year from the date of final payment, or within such longer period of time as provided by the manufacturer's warranty or applicable state statute, and will pay for resulting damage to other work.

**10. Indemnification; Infringements.** SELLER will indemnify, defend, and hold harmless PERSONALIS and its affiliates, and its and their respective officers, directors, employees and agents (collectively, the "PERSONALIS Indemnitees") against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (a) the negligence or willful misconduct of SELLER or any SELLER Personnel (defined below) in fulfillment of this Purchase Order; (b) SELLER's breach of this Purchase Order; (c) work performed on or at the premises of PERSONALIS or any of its affiliates in fulfillment of this Purchase Order (except to the extent such claims result from the negligence or willful misconduct of a PERSONALIS Indemnitee); or (d) the infringement or misappropriation by the Products of any patent, copyright, or other intellectual property right of any third party. In case the use of Products, or any part thereof, is enjoined due to infringement, or precluded by settlement, SELLER will promptly, at its own expense, and at its option, either procure for PERSONALIS and its affiliates the right to continue using such Products or replace the same with non-infringing Products that conform to the applicable specifications.

**11. Insurance.** SELLER will secure and maintain such insurance as will adequately and effectively protect it from (a) claims under workers' compensation laws; (b) claims for damages for bodily injury, including personal injury, sickness or disease, or death of its employees or any person other than its employees; (c) claims for property damage or destruction, including any loss of use resulting therefrom; and (d) claims which relate to, result from, arise out of or are connected with the fulfillment of SELLER'S obligations under this Purchase Order including, but not limited to, any claims caused by any act, error, omission or negligent act of SELLER, its subcontractors, their respective officers, directors, employees or agents, or any personnel or entities used to fulfill SELLER'S obligations under this Purchase Order (collectively, "SELLER Personnel"). SELLER's insurance coverage will be the primary coverage. Upon request, SELLER will provide a certificate to PERSONALIS evidencing SELLER's coverage.

**12. Compliance.**

(a) SELLER will, with respect to its fulfillment of this Purchase Order, comply with and act in a manner designed to enable PERSONALIS to comply with, all (i) applicable provisions of any and all federal, national, and state and local laws, rules, regulations and orders of any kind, as amended from time to time; (ii) applicable industry standards; (iii) applicable provisions of PERSONALIS' policies and procedures (including, without limitation, the Code as defined below), and (iv) recommended standards of basic labor rights of the United Nations International Labour Organization (see <http://www.ilo.org/>), including freedom of association, right to organize, abolition of forced labor, elimination of child labor, and equality and anti-discrimination rights.

(b) SELLER represents, warrants and covenants that it and any SELLER Personnel have not been, and are not under consideration to be (i) debarred from providing services pursuant to Section 306 of the United States Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 335a; (ii) excluded, debarred or suspended from, or otherwise ineligible to participate in, any federal or state health care program or federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. §1320a-7b(f)); (iii) disqualified by any government or regulatory agencies from performing specific services, and are not subject to a pending disqualification proceeding; or (iv) convicted of a criminal offense related to the provision of health care items or services, or under investigation or subject to any such action that is pending.

(c) SELLER certifies that it has reported and will continue to report, in accordance with the Toxic Substances Control Act ("TSCA") and the Inventory Reporting and Premanufacture Notice ("PMN") regulations of the United States Environmental Protection Agency, all reportable chemical substances which SELLER currently manufactures or may manufacture in the future and which are supplied by SELLER to PERSONALIS. SELLER further certifies that it has taken appropriate action to ensure that chemical substances which SELLER does not manufacture, and which are components of Products have been reported as required by the PMN regulations. SELLER further certifies that for any chemical substance supplied to PERSONALIS, SELLER has informed PERSONALIS of any TSCA restriction governing the use of said chemical substance including, but not limited to, proposed or final significant new use rule ("SNUR") restrictions. SELLER must submit a material safety data sheet ("MSDS") prior to shipping hazardous material (e.g., chemical, solvents) or with shipment to the PERSONALIS Environmental Health & Safety Manager. By accepting this Purchase Order, SELLER certifies that no Products supplied under this Purchase Order will have been produced in violation of any applicable provision of the United States Fair Labor Standards Act, as amended.

(d) As there may be hazards involved in providing the Products under this Purchase Order, SELLER will perform all work in a careful, workmanlike manner and, in the event that the Products to be provided under this Purchase Order involve processing, handling, transporting or disposing of hazardous materials or products, will take all precautions necessary to avoid an unhealthy or unsafe work environment, injuries to persons or damage to property or the environment.

(e) SELLER acknowledges that in the course of performance under this Purchase Order, SELLER may learn of material, non-public information regarding PERSONALIS, its affiliate or a third party. SELLER hereby represents and warrants that SELLER and all SELLER Personnel are aware that the United States securities laws would prohibit any person who has material non-public information about a company from purchasing or selling, directly or indirectly, securities of such company (including entering into hedge transactions involving such securities), or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Without limiting the generality of SELLER's nonuse and nondisclosure obligations above, SELLER agrees that it will not use or permit any third party to use, and that SELLER will use its reasonable best efforts to assure that no SELLER Personnel will use or permit any third party to use, any confidential information of PERSONALIS or any affiliate of PERSONALIS in contravention of the U.S. securities laws.

(f) PERSONALIS is committed to maintaining the highest standards of business conduct and ethics, as described in more detail in the Personalis, Inc. Code of Business Conduct and Ethics (the "Code"). Such standards include, among others, prohibitions on giving or receiving inappropriate gifts, payments or other compensation, and the obligation to report relationships or transactions that result in, or give the appearance of, a conflict of interest. SELLER represents, warrants, covenants and agrees that it is familiar with, and will comply with the relevant aspects of, the Code, a current copy of which is available at the corporate governance page of the Investors section of the Personalis, Inc. website ([http:// https://investors.personalis.com/corporate-governance](http://https://investors.personalis.com/corporate-governance)). Without limiting the generality of the foregoing, neither SELLER nor any SELLER Personnel will (a) take any action that violates, or will cause PERSONALIS or any affiliate of PERSONALIS to be in violation of, any applicable law for the prevention of bribery and corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, (b) promise, offer, provide or authorize any cash payment (such as a bribe or kickback) or anything else of value (such as an improper or unlawful gift or gratuity) directly or indirectly to any person (including, without limitation, to any government official, or to any director, officer, employee or agent of PERSONALIS or its affiliate) to achieve an improper purpose related to the business of SELLER, SELLER Personnel, PERSONALIS or its affiliate, or (c) request, agree to receive or accept money or anything else of value from any person to achieve an improper purpose related to the business of SELLER, SELLER Personnel, PERSONALIS or its affiliate. SELLER will keep accurate and complete books and records in connection with its obligations to be performed under this Purchase Order for at least three (3) years after delivery of the Products. SELLER will upon request provide to PERSONALIS or its Affiliate a written certification of SELLER's and SELLER's Personnel's compliance with this paragraph. SELLER agrees that if it or any SELLER Personnel violates the terms of this clause, all payments due SELLER under this Purchase Order shall be forfeited and PERSONALIS shall have the right, without any liability to SELLER, to terminate this Purchase Order immediately.

### 13. Equal Opportunity (SEPT 2016).

(a) Definitions. As used in this clause:

**"Compensation"** means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

**"Compensation information"** means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of SELLER to attract and retain a particular employee for the value the employee is perceived to add to SELLER's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Supplier decisions, statements and policies related to setting or altering employee compensation.

**"Essential job functions"** means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if—

- (1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
- (2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

**"Gender identity"** has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

**"Sexual orientation"** has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

**"United States,"** means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), SELLER has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, SELLER shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, SELLER shall provide information necessary to determine the applicability of this clause.

(2) If SELLER is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of SELLER's activities (41 CFR 60-1.5).

(c)(1) SELLER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for SELLER to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) SELLER shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) SELLER shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) SELLER shall, in all solicitations or advertisements for employees placed by or on behalf of SELLER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) SELLER shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with SELLER's legal duty to furnish information.

(ii) SELLER shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by—

- (A) Incorporation into existing employee manuals or handbooks; and
- (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) SELLER shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of SELLER's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) SELLER shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) SELLER shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. SELLER shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless SELLER has filed within the 12 months preceding the date of contract award, SELLER shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) SELLER shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. SELLER shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that SELLER is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and SELLER may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against SELLER as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) SELLER shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) SELLER shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if SELLER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, SELLER may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

#### 14. Prohibition of Segregated Facilities (APR 2015).

(a) Definitions. As used in this clause:

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

"Segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

(b) SELLER agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. SELLER agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) SELLER shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### 15. Equal Opportunity for Veterans (JUN 2020).

This clause applies to subcontracts of \$150,000 or more. (a) Definitions. As used in this clause—"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301. (b) Equal opportunity clause. SELLER shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by SELLER to employ and advance in employment qualified protected veterans. (c) Subcontracts. SELLER shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. SELLER shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### 16. Equal Opportunity for Workers with Disabilities (JUN 2020).

This clause applies to subcontracts or purchases orders in excess of \$15,000. (a) Equal opportunity clause. SELLER shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by SELLER to employ and advance in employment qualified individuals with disabilities. (b) Subcontracts. SELLER shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. SELLER shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

17. Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). SELLER will comply with the provisions of Executive Order 13496 of January 30, 2009 which is found at 29 CFR Part 471, Appendix A to Subpart A, which is incorporated herein by reference. This clause does not apply to subcontracts or purchase orders of \$10,000 or less in value, or to work performed exclusively outside the territorial United States.

18. Conflict of Interest. SELLER will not: (a) hire any employee or officer of PERSONALIS or its affiliates while that employee or officer is an employee or officer of PERSONALIS or any of its affiliates; or (b) make any payments to, or favor with gifts, entertainment or services or goods sold at less than full market value, any director, officer, employee or agent of PERSONALIS or any of its affiliates, or any designee of any such director, officer, employee or agent.

#### 19. Suspension, Cancellation or Rejection.

(a) PERSONALIS may, at any time, by written notice to SELLER, suspend all or any part of the work under this Purchase Order. In the event of a suspension, PERSONALIS may, in its discretion, reimburse SELLER for reasonable and actual additional costs incurred solely and directly as a result of the suspension, provided that a detailed claim with supporting documentation of such costs is submitted to PERSONALIS within thirty (30) days after the end of the suspension. SELLER agrees to provide PERSONALIS a good faith estimate of suspension costs upon request.

(b) PERSONALIS may, by written notice to SELLER, cancel the whole or any portion of this Purchase Order in the event of (i) the appointment, with or without SELLER's consent, of any trustee or receiver for any substantial portion of SELLER's assets; (ii) any assignment for the benefit of SELLER's creditors; or (iii) SELLER's breach of any provision contained in this Purchase Order including, but not limited to, SELLER's failure to effect conforming delivery or failure to perform services in accordance with the terms of this Purchase Order. PERSONALIS reserves the right to reject incomplete or nonconforming deliveries or services. PERSONALIS' receipt or acceptance of all or part of a nonconforming delivery or service does not constitute a waiver of any remedy PERSONALIS has under this Purchase Order or under applicable law.

(c) In the event of any such rejection or cancellation, PERSONALIS may procure, upon such terms and in such manner as PERSONALIS may deem appropriate, products comparable to the cancelled or rejected Products, and SELLER will be liable to PERSONALIS for any excess cost of such comparable products. Further, PERSONALIS may require SELLER to deliver, in the manner and to the extent directed by PERSONALIS, any completed or partially completed Products, against PERSONALIS' payment of the portion of the price properly allocable to such Products. Notwithstanding the foregoing, SELLER will not be liable to PERSONALIS for such excess costs if SELLER's default is due to a cause beyond SELLER's reasonable control and did not arise from the negligence of any SELLER Personnel. In the event of cancellation pursuant to this Section, all deposits or prepayments will be deemed to have been held in trust for PERSONALIS' benefit and will be returned to PERSONALIS promptly upon request.

(d) All of SELLER's obligations set forth in this Purchase Order will survive the cancellation, termination or completion of this Purchase Order. PERSONALIS may terminate services purchased under this Purchase Order at any time on two (2) weeks' prior notice without cause or liability, except for obligations or liabilities due for services rendered prior to the effective date of termination.

20. Release of Liens and Claims. SELLER will furnish to PERSONALIS a complete release of liens and claims at intervals requested by PERSONALIS and before final payment is made. If any lien is filed or remains unsatisfied after final payment, SELLER will indemnify PERSONALIS and its affiliates for all costs incurred in discharging such lien.

21. Separate Contracts. PERSONALIS reserves the right to enter into other agreements in connection with the Products provided under this Purchase Order or otherwise, in its sole discretion. SELLER will afford other contractors reasonable cooperation in the execution of their work conducted pursuant to any such agreements.

22. Independent Contractor. Nothing in this Purchase Order creates a joint venture, employer-employee, agency or partnership relationship between the parties. Neither party may enter into any contracts or commitments in the name of, or on behalf of, the other party or bind them in any respect.

23. Governing Law; Assignment. This Purchase Order will be construed and interpreted in accordance with the laws of the State of California, and all rights and remedies will be governed by such laws without regard to principles of conflicts of law that would dictate the application of the laws of another jurisdiction. The SELLER and PERSONALIS expressly reject any application to this Purchase Order of (a) the United Nations Convention on Contracts for the International Sale of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980. SELLER may not delegate or subcontract any duties or assign any rights or claims under this Purchase Order without PERSONALIS' express prior written consent. SELLER is responsible for the performance of all SELLER Personnel including, without limitation, subcontractors, and must include the relevant terms of this Purchase Order in contracts with subcontractors. English is the governing language of this Purchase Order.

24. Severability; Remedies; Waiver. Each provision of this Purchase Order is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Purchase Order is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of applicable law. The remedies contained in this Purchase Order are cumulative and in addition to any other remedies at law or equity. PERSONALIS' failure to enforce, or waiver of a breach of, any provision of this Purchase Order does not constitute a waiver of any other breach or of such provision.

25. Entire Agreement. This Purchase Order is the complete and exclusive statement of the contract between PERSONALIS and SELLER with respect to the purchase of the Products. No waiver, consent, modification, amendment or change of the terms of this Purchase Order will be binding unless in writing and signed by PERSONALIS and SELLER. In case of a conflict between the terms on the face of this Purchase Order and these general terms and conditions, the terms on the face of this Purchase Order will control.