

2024 OhmX™ for SV Analysis RAMP UP Grant Program

Sponsored by Hitachi High-Tech America, Inc. in Partnership with Nabsys (the “Sponsors”)

Official Rules

ELIGIBILITY

Participation in the Hitachi High-Tech America, Inc.[®] (HTA) *2024 OhmX™ for SV Analysis RAMP UP (Rapid Application and Market Penetration User Partnership) Grant Program* (the “Grant Program”) is open to individual applicants meeting these eligibility requirements: Applicants must be professionally engaged in laboratory-based scientific research and have attained at least the age of majority in their jurisdiction of residence (applicants must, in any event, be at least 18 years of age). This program is limited to United States residents only. Employees, officers, directors, agents, representatives and independent contractors of the Sponsors or their respective affiliates or subsidiaries, together with their immediate family members and members of the same households (whether related or not) are not eligible to participate. Also ineligible are (1) any persons on the U.S. government’s Denied Persons List, Specially Designated Nationals list, Entity List, Unverified List or any other similar list maintained by the U.S. government or any other government to whose laws the Sponsors or their respective affiliates or subsidiaries, the Grant Program or such person is subject, or who are employed by or otherwise associated with any businesses, research institutions, government and private organizations, and other types of legal persons on any such list; and (2) any persons for whom it would be illegal to participate in the Grant Program, or with or to whom it would be illegal for the Sponsors to interact or award a grant as contemplated herein. The Grant Program is subject to all applicable laws and regulations and is void where prohibited.

HOW TO ENTER

The Grant Program application process begins on Tuesday, May 21, 2024 at 8:00 am. Eastern Daylight Time and applications will be accepted and reviewed on a rolling basis, subject to equipment and consumable availability. To enter, each applicant must submit a short Grant Program application digitally at <https://hitachihightech.com/us-rampup>. The application must include: (1) the applicant’s full name, email address, and any other contact information required by the Sponsors; (2) the name of the applicant’s institution or company; and (3) a project proposal (written in 350 words or less) designed for the OhmX Analyzer™ (<https://nabsys.com/products/>). The Grant Program applications become the property of the Sponsors upon submission. The Sponsors make no guarantee or warranty with respect to the security or confidentiality of applications or the application process. By entering, the applicant gives permission to the Sponsors to contact the applicant regarding the Sponsors’ products and services, whether or not the applicant is chosen as the recipient of a grant.

SELECTION OF GRANT RECIPIENTS AND NOTIFICATION

HTA has made fifty (50) OhmX Analyzers available for award to Grant Program recipients through a separate consignment agreement. Recipients will be selected by a panel of the Sponsors' scientists ("Grant Program Committee"), who will recognize grant applications that maximize the use of electronic genome mapping utilizing the OhmX Analyzer™ for human genomics research. Each application will be reviewed within thirty (30) days of submission. Each selected applicant will be contacted to schedule a follow-up meeting with the Sponsors to confirm participation under the terms. Grant Program recipients may receive up to (3) OhmX Analyzers for use to support proposed Grant Program work. The decision of Grant Program Committee will be final and binding. Each selected applicant will be notified by the email supplied in the application within approximately five (5) business days after selection. If the selected applicant has not responded to email inquiries within three (3) business days, the Sponsors reserve the right to reject the application and withdraw the grant offer. Each selected applicant's institution or company must sign a separate consignment agreement with HTA to receive the products and services that comprise the grant, as described below:

GRANT DESCRIPTION

- Up to three (3) OhmX Analyzers for up to 2 years through an instrument(s) consignment
- Platform training and support
- Starter kit with consumables for up to 8 samples (Recipients are responsible for purchasing consumables for the research and are expected to run eight (8) samples per calendar month.)
- Bioinformatics support

RESTRICTIONS APPLY

The grant may not be transferred or assigned; no substitutions or cash equivalents are allowed. Each grant recipient's company or institution is required to execute the separate consignment agreement within twenty-one (21) days of notification. If the consignment agreement is not executed by the foregoing deadline, the grant will be forfeited. The participant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Sponsors in connection with the Grant Program will be returned. All taxes on the grant and reporting thereof, and any other costs, fees and expenses relating to the Grant Program, are the sole responsibility of the corresponding grant recipient and/or his or her institution or company. By submitting an application or accepting the grant, the participant agrees on behalf of the participant and the participant's institution or company: (1) to be bound by these official rules; (2) that the Sponsors shall retain full authority, in their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the Grant Program, rule interpretation or award of the grant, shall be resolved by the Sponsors, whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by the Sponsors. Furthermore, the participant represents and warrants that: (1) the participant meets the eligibility requirements of the Grant Program; (2) the participant has obtained all required authorizations and permissions from the participant's institution or company; (3) entering into the Grant Program does not and will not violate any law or

regulation, or any rules or policies of the participant's institution or company; and (4) the information contained in the application is true and correct in all material respects and is owned or rightfully possessed by the participant without restriction on disclosure. The Sponsors may refuse to award a grant if the Sponsors determine in their sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

PROCESSING OF PERSONAL INFORMATION

In submitting an application or accepting the grant, the participant will be disclosing, and the Sponsors will be collecting certain information from and about the participant. This will include personally identifying information such as the participant's name, title, biographical information, image, likeness, address, telephone number(s), e-mail address(es), the name and address of the participant's institution or company, and other information of a personal nature. While the submission of this information is voluntary, the participant will not be eligible to participate in the Grant Program or to be awarded a grant if such information is not provided. By applying or accepting the grant, the participant is consenting and agreeing to the Sponsors' collection and use of personally identifying information and other information in accordance with these official rules and both Nabsys' and HTA's separate privacy policies, which are available at [<https://nabsys.com/company/privacy-policy/>] and [<https://www.hitachi-hightech.com/us/en/policy/privacy/>].

INDEMNITY, DISCLAIMER & LIMITATION OF LIABILITY

By participating in the Grant Program, the participant agrees on behalf of the participant and the participant's institution or company to release, discharge, indemnify and hold harmless the Sponsors and their respective affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in the Grant Program or the acceptance, possession, use or misuse of the grant. The Sponsors have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the grant, including, without limitation, to such grant's quality or fitness for a particular purpose. THE SPONSORS ARE NOT RESPONSIBLE FOR LOST, LATE, STOLEN, INCOMPLETE, ILLEGIBLE, INACCURATE, UNDELIVERED, DELAYED OR MISDIRECTED APPLICATIONS, OR FOR ANY COMPUTER, THE INTERNET, EMAIL, TELEPHONE OR TECHNICAL MALFUNCTIONS OR DELAYS, OR FOR ANY HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF APPLICATIONS, OR FOR INACCURATE TRANSCRIPTION OF APPLICATION INFORMATION, OR IF THE GRANT PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF THE SPONSORS. IN NO EVENT SHALL THE SPONSORS OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN CONJUNCTION WITH PARTICIPATION IN THE GRANT PROGRAM OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE GRANT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF THEM ARE ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THE SPONSORS' TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE GRANT PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE GRANT.

MISCELLANEOUS

The Sponsors reserve the right to suspend, modify, cancel, or terminate the Grant Program without advance notice, including, without limitation, in the event of any act, occurrence or reason that they believe would compromise the legality, integrity, administration or fairness of the Grant Program. If one or more provisions of these official rules are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and enforceable. These official rules are governed by and shall be construed by the laws of the state of Illinois, without application of its choice of law principles. The failure of the Sponsors to comply with any provision of these official rules due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the control of the Sponsors, shall not be considered a breach of these rules.

SPONSORS:

- Hitachi High-Tech America, Inc., 50 North Martingale Rd. Schaumburg, Illinois 60173 USA
- Nabsys 2.0, LLC., 60 Clifford Street, Providence, Rhode Island, 02903 USA

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