

# Purchase Order

<p>Bill To:</p> <p>Cepheid US 904 Caribbean Drive Sunnyvale CA 94089-1108</p> <p>Submit invoices(One invoice/PDF) <b>apinvoices@cepheid.com</b></p> <p>Send Inquiries/Non Invoices to <b>accounts.payable@cepheid.com</b></p>	<p>PurchaseOrder#: 12465751111</p> <p>Order Date : 8/21/2023</p> <p>Print Date : 08/21/2023</p>
<p>Supplier: 1015379 MATCHPOINT SOLUTIONS INC 3875 HOPYARD SUITE 325 PLEASANTON CA 94588 USA</p> <p>Phone: 925-218-7500</p> <p>Attention:</p> <p>Email cepheid@matchps.com</p>	<p>Ship To: 224503 Cepheid - EBLC 44509 Pacific Commons Blv FREMONT CA 94538 USA</p> <p>Phone:</p> <p>Attention: Jayapala SuglurHottegowda</p>

Ref to STATEMENT OF WORK NO. 1 signed on 8/17/2023

Line	Item Description	Due Date	Quantity	Unit	Taxable	Unit Cost	Extended Cost
10	Senior SAP SD (Sunil Kumar)	08/20/2024	1.00	1 EA	N	99,720.00	99,720.00
	Item Revision:						

Subtotal: 99,720.00

Total Tax:

Total USD: 99,720.00

Prices do not include applicable tax

Revision 08/21/2023  
Revised Mark Goh  
Email: mark.goh@cepheid.com  
Phone:

Payment terms: Net due in 90 Days

Ship Via:

INCO Term:

EXW ORIGIN

#### CEPHEID PURCHASE ORDER TERMS AND CONDITIONS

These Cepheid Purchase Order Terms and Conditions ("Terms") only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall govern the transaction and relationship of the parties. In the absence of such a written agreement, duly executed by both parties, then these Terms provide you ("Seller") with the guidelines and legal stipulations of your purchase order ("Order") with Cepheid ("Cepheid") for the goods and/or services that are described on the face of the Order.

1. **ACCEPTANCE:** Seller shall provide written acceptance or rejection of each Order within two (2) business days of receipt of such Order, and Seller's failure to respond within such period shall be deemed Seller's acceptance of the Order. Seller shall have the right to reject this Order only if the Order does not strictly comply with the specific requirements of these Terms. Also, any shipment or partial shipment of the products described in the Order ("Products") by Seller in response to an Order shall be deemed acceptance of such Order. The Order and these Terms shall constitute the sole agreement as between Cepheid and Seller for all Products purchased by such Cepheid from Seller. These Terms may be modified only by a written document signed by duly authorized representatives of Cepheid and Seller. Cepheid may revoke or reduce any Order before acceptance by Seller without liability.
2. **PRICES:** All prices on the Order are firm and may not be increased. Seller warrants that the prices to be charged for Products are not more than any prices charged to any other customer for similar quantities and delivery requirements. Any price decreases applicable to the Products ordered herein shall be applied to reduce the price of any unshipped Products as of the date of the price decrease. Unless otherwise indicated on the face of this Order, all prices shown on this Order are exclusive of taxes of any kind.
3. **SHIPMENT:** Unless otherwise specified on the face of the Order, the Products shall be shipped FCA Incoterms 2010 Named Place, where Named Place is the designation listed on the front of the Order, and if no place is identified, then at Supplier's dock. Seller shall bear all risks of loss, damage, or destruction until final acceptance by Cepheid. Unless otherwise specified on the face of the Order, all Products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that (a) is in accordance with good commercial practice to ensure safe arrival of the products at the named destination and for storage after arrival, and (b) is acceptable to common carriers for shipment at the lowest rate consistent with shipping instructions on the face of the Order. An itemized packaging sheet must accompany each shipment unless otherwise specified. No partial or complete delivery shall be made hereunder before the date or dates shown on the Order unless requested in writing by Cepheid. Notwithstanding the foregoing or when transfer of risk occurs, transfer of title to Products occurs only after 48 hours from the time the Products are physically received and accepted by Cepheid or Designated Purchaser at the designated location, regardless of the point of inspection, if any.
4. **INSPECTION:** Seller agrees that Cepheid will not be responsible for the inspection of Products before use, assembly, resale to its customers and end-users. Cepheid may inspect and test the Products at any time at the place of manufacture, before shipment or upon receipt or at such other time or place as it shall choose, provided that (1) the process of inspection shall not be deemed to constitute acceptance of the Products nor a waiver of any of Cepheid's rights and remedies hereunder, and (2) failure to inspect the Products shall not be deemed to constitute acceptance of any defective or nonconforming Products or waiver of any of Cepheid's rights or remedies arising by virtue of any defect or nonconformance. Payment for Products ordered hereunder shall not constitute acceptance. Cepheid's acceptance of Products shall not be deemed to diminish Cepheid's rights or be final or binding in the event of latent defects or fraud or misrepresentation on the part of Seller.
5. **REJECTION:** If Products tendered do not wholly conform with the Warranty, the packing and shipping specifications set forth herein or in the applicable Order, the delivery date, quantities specified in the Order, or any other provisions of these Terms or the applicable Order (Products that conform with the foregoing are referred to as "conforming Products", and Products that do not conform with the foregoing are referred to as "nonconforming Products"), Cepheid shall have the right to exercise all rights available to Cepheid at law or in equity, as well as any other rights provided under these Terms, including without limitation the remedies set forth below (which remedies are cumulative and non-exclusive).
6. **REMEDIES:** If Seller tenders nonconforming Products, Cepheid may return such nonconforming Products to Seller freight collect (and to the extent risk of loss for any such Products has transferred to Cepheid, risk of loss will transfer back to Seller upon Cepheid's delivery to the common carrier), and, at Cepheid's sole option and no additional cost to Cepheid, Seller shall either (i) replace the nonconforming Products with conforming Products and re-deliver such conforming Products in an expedited manner, or (ii) credit Cepheid for the full purchase price. Cepheid's exercise of this remedy does not waive any other rights that Cepheid may have under applicable law for the Products.
7. **INVOICES:** Invoices shall include at least the following information: purchase order number, product number(s), product description(s), sizes, quantities, unit prices, unit of measure (UOM), and extended totals. Payment of any invoice shall not constitute acceptance of any Products and shall be subject to adjustment for errors, shortages, defects in the Products and the like. All documents should be submitted to the location or email on the front of this Order.
8. **WARRANTY:** Seller expressly warrants to Cepheid, its successors, customers, and any third party ultimately using the Products sold hereunder that, for the longer of fifteen (15) months following Cepheid's acceptance of such Products or the longest period provided by Seller to any other purchaser of substantially similar goods or services and at substantially similar prices (the "Warranty Period"): (1) such Products shall (i) be new and not be used, reconditioned or refurbished; (ii) be free from defects (in title, design, manufacture, workmanship, material or otherwise); (iii) conform strictly to Seller's applicable product literature and the documentation, specifications, drawings, samples or other descriptions either published by Seller or furnished by Seller to or specified by Cepheid, if any (or shall conform to the highest quality if no such specifications are provided), and meet the performance requirements of the Order; (iv) comply with all applicable laws, rules and regulations, all applicable industrial and governmental safety standards and other standards of performance, and all requirements of these Terms; and (v) be free from any actual or claimed patent, copyright, trademark, or other intellectual property infringement or misappropriation, and be free of any open source software. Seller's entry into and performance of its obligations hereunder shall comply with and is not prohibited by any applicable laws, rules, regulations, or other contractual obligations to a third party. Seller further warrants that it will make spare parts of the Products available to Cepheid for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. This Warranty shall be construed as a condition and a guarantee, shall not be exclusive, shall survive any inspection, installation, acceptance, and payment by Cepheid, and shall survive the termination and expiration of the Warranty Period for any claim made by Cepheid before such termination or expiration.
9. **INDEMNIFICATION:** Seller shall indemnify, hold harmless, and at Cepheid's request, defend Cepheid, its affiliates, and their respective officers, directors, employees, agents and direct and indirect customers, from and against all claims, liabilities, damages, judgments, penalties, losses and expenses (including without limitation reasonable attorneys' fees and expenses) ("Damages"), against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Products based on any claim by a third party alleging that the Products or Seller's manufacturing processes used to manufacture such Products infringe a patent, copyright, trademark, trade secret, or other proprietary rights of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without Cepheid's prior written approval. Seller agrees to pay or reimburse all costs, including attorneys' fees, that may be incurred by Cepheid related to the enforcement of this Section 10. Should Cepheid's use, or use by its distributors, subcontractors or customers, of any Products be enjoined, or threatened by injunction, Seller shall, at its sole cost and expense, either: (a) substitute fully equivalent non-infringing Products; (b) modify the Products so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Cepheid, its distributors, subcontractors or customers the right to continue using the Products; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Products.
10. **COMPLIANCE:** Seller represents, warrants and covenants that all of the Products sold or otherwise provided under these Terms (including without limitation pursuant to any Order) will be produced and/or provided in compliance with, and that Seller and its business and performance hereunder do and will comply with, all applicable laws, rules and regulations (including without limitation the U.S. Foreign Corrupt Practices Act, the UK Anti-Bribery Act, the OECD Anti-Bribery Convention, and all other applicable anti-bribery and anti-corruption laws, rules and regulations) and with the Danaher Corporation Supplier Code of Conduct (available at <http://www.danaher.com>). Seller shall, at its sole cost, secure

and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business or any property used therein, or as necessary for Seller's performance hereunder. Seller will complete and sign all declarations requested by Cepheid in connection with Cepheid's compliance with applicable laws and regulations, use appropriate systems, and processes to ensure the accuracy of such declarations, and maintain appropriate records to allow traceability of all Products and parts of Products.

11. **TERMINATION:** Cepheid may terminate this Purchase Order upon thirty (30) days' written notice to Seller. Seller shall cease to provide Products on the date of termination specified in such notice. In the event of such termination, Cepheid shall be liable to Seller only for those Products delivered to Cepheid before the date of termination.

12. **EQUAL OPPORTUNITY:** Unless exempt, Seller and its contractors or subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability. If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

13. **FORCE MAJEURE:** Neither Seller nor Cepheid shall be liable for any failure to perform including failure to take delivery of any Products, which is caused by circumstances beyond its control including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation, in each case that is beyond the reasonable control of the affected Party and without such Party's fault or negligence. If Seller or Cepheid is so excused, Cepheid, at its expense and risk, may return any partial shipment of Products already received, and be credited for the price of those Products.

14. **SEVERABILITY:** If any provision of the Terms shall be held to be invalid, void, or unenforceable, then the remainder of these Terms shall not be affected, impaired or invalidated, and each such provision of these Terms shall be valid and enforceable fully permitted by law.

15. **GOVERNING LAW:** This Order and Terms shall be construed under, and disputes shall be governed by, the laws of the State of California, excluding its conflict of law rules. The Superior Court of the County of Santa Clara or the United States District Court for the Northern District of California shall have jurisdiction and venue over all controversies arising out of, or relating to, this Order and Terms.