

MATERIALS TRANSFER AGREEMENT*Verily Viral Pathogen Testing Services*

This Materials Transfer Agreement (this “**Agreement**”) is entered into by and between Verily Life Sciences LLC, a Delaware limited liability company located at 269 East Grand Ave., South San Francisco, CA 94080, on behalf of itself, its affiliates and subsidiaries (“**Verily**”), and [REDACTED], a [REDACTED] located at [REDACTED] (“**Sample Provider**”), and is effective as of the date of the signature last signed below (“**Effective Date**”). Verily and Sample Provider are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Sample Provider and Verily are interested in Sample Provider sending Verily Materials (as defined in Section 1) in order for Verily to test the Materials for pathogens (the “**Evaluation**”). In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Evaluation; Payment.
 - a. Promptly after the Effective Date and thereafter during the Term, Sample Provider will use reasonable efforts to provide either (i) two (2) 50 mL of solid wastewater samples or settled solid wastewater samples (“**Solid Materials**”) or (ii) two containers of 500 mL of liquid influent wastewater samples (each of (i) or (ii) (“**Liquid Materials**”). Either Solid Materials or Liquid Materials are “**Materials**” under this Agreement. Sample Provider will provide either Solid Materials or Liquid Materials to Verily three times a week, for the duration of the Term, and Verily will conduct the Evaluation. Verily will pay Sample Provider two hundred United States dollars (\$200.00) per Solid Material or one hundred fifty United States dollars (\$150.00) per Liquid Material, not to exceed the quantity or cadence set forth in this Section 1, and Verily will be responsible for providing all shipping supplies and prepaid shipping labels reasonably necessary for the Materials to be sent from Sample Provider’s facility to Verily.
 - b. Subject to the terms of this Agreement, Sample Provider authorizes Verily to use the Materials to perform the Evaluation and report, disclose, and publish the Results as contemplated in this Agreement (the “**Permitted Purpose**”), and not for any other purpose. The Parties agree that after the initial Evaluation, the remaining Materials may be used for further Evaluation, for example if Verily desires to test for additional viral pathogens, provided that any use of the Materials will meet the definition of Evaluation, will remain consistent with the Permitted Purpose, and results of any future Evaluation will be Results under this Agreement. Verily may use subcontractors in performing the Evaluation.
 - c. Sample Provider is solely responsible for the collection techniques used in collecting the Material, provided that Verily may provide reasonable feedback and suggestions on the collection techniques used by Sample Provider at Sample Provider’s request.
 - d. Sample Provider will invoice Verily monthly in arrears by submitting an invoice, including the Site ID number and Site Name, for the previous month within ten (10) business days of the month end to pc-invoices@verily.com as a pdf or Microsoft Word document.
2. After completing the Evaluation for each set of Materials, Verily will provide the data and results arising from the Evaluation (the “**Results**”) by making the Results publicly available and sending details related to accessing such Results to Sample Provider. Verily will use reasonable efforts to provide the Results within forty eight (48) hours of Verily’s receipt of the Materials. The Parties agree that Verily may disclose the name of Sample Provider, the number of people served by the Sample Provider (which will be provided to Verily by Sample Provider), and the geographic location of Sample Provider’s sewershed when publishing or presenting the Results or otherwise making the Results publicly available.
3. The term of this Agreement will commence upon the Effective Date and, unless earlier terminated, will continue for a period of twelve (12) months (the “**Initial Term**”). After the Initial Term, the term of the Agreement will automatically renew for an additional twelve-month term unless either Party gives notice to the other Party of an
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intent not to renew (the “**Renewal Term**” and collectively with the Initial Term, the “**Term**”). Either Party has the right to terminate this Agreement for any reason on fourteen (14) days written notice to the other Party, and either Party has the right to terminate this Agreement for material breach upon seven (7) days written notice to the other Party. Upon the expiration or termination of the Agreement, Verily will not return any remaining Materials. Sections 1(b), 2, 3, 4, 6 and 8-12 shall survive any termination or expiration of this Agreement.

4. Verily shall have the right to publish and present the Results, and Sample Provider acknowledges and agrees that Verily will not have any obligation to provide such publication or presentation to Sample Provider prior to such publication or presentation.

5. Verily will comply with all laws and regulations regarding the transportation, use and disposal of the Materials. Sample Provider will: (a) ensure it has all necessary rights, consents, and approvals to send the Materials to Verily and for Verily to use the Materials for the Permitted Purpose, (b) comply with all laws and regulations regarding the collection, transportation and use of the Materials, as well as follow any instructions received by Verily regarding the transportation of the Materials, and (c) only provide Materials collected in the United States.

6. All Materials are understood to be experimental in nature and potentially hazardous. THE MATERIALS AND RESULTS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, NOTWITHSTANDING ANY REQUESTS MADE BY Verily OR Service Provider, INCLUDING, WITHOUT LIMITATION, ANY PERFORMANCE CHARACTERISTICS OF THE MATERIALS OR ACCURACY OF THE RESULTS.

7. EACH PARTY'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE

8. 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).

9. Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. 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.

10. This Agreement does not create any agency, partnership, or joint venture between the Parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.

11. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this 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 this Agreement.

12. 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.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed under seal by their duly authorized officers, effective as of the Effective Date.

[REDACTED]

Verily Life Sciences LLC

DO NOT SIGN - VERILY TO COLLECT E-SIGNATURES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____