

# MEASUREMENT SERVICE TERMS AND CONDITIONS

hereafter («MS T&C»)

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by ORYL Photonics SA, Route de la Corniche 5B, 1066 Epalinges, Switzerland (hereafter «ORYL Photonics») concerning the ORYL Measurement Service.

## Preamble

A. ORYL Photonics operates a contract measurement service using the ORYL F1 instrument, delivering solubility and aggregation measurements via Second Harmonic Scattering (SHS) and Linear Light Scattering (LLS).

B. These Measurement Service Terms and Conditions («MS T&C») govern the provision of measurement services (hereafter «Service») by ORYL Photonics to its customers (hereafter «Customer») and apply to every order for the Service, unless otherwise expressly agreed in writing. These MS T&C take precedence over any conflicting terms in the Customer's purchase order.

## 1. General

1.1 The contract is deemed effective upon ORYL Photonics' written acceptance of the Customer's order (the «Order Confirmation»). The Order Confirmation shall reference the applicable quote (via an order ID), scope, and pricing.

1.2 ORYL Photonics may subcontract all or part of the Service to qualified third parties and remains liable for their performance as if performed by ORYL Photonics itself.

## 2. Scope of Service

2.1 ORYL Photonics shall perform the Service in accordance with the applicable quote, these MS T&C, and the Customer's instructions as accepted by ORYL Photonics.

2.2 Unless otherwise agreed in writing, the standard Service includes:

- measurement on 384-well plates;
- ECHO acoustic or manual dispensing of samples;
- simultaneous Second Harmonic Scattering (SHS) and Linear Light Scattering (LLS);
- automated data processing and curve fitting;
- a per-compound solubility report ( $\mu\text{g/mL}$  and  $\mu\text{M}$ );
- project scientist support for protocol alignment.

2.3 The following are not included in the standard Service and, where required by the Customer, are quoted separately: compound synthesis; shipping of compounds to or from ORYL Photonics; additional solvent or buffer conditions (e.g. FaSSiF/FeSSiF, biorelevant or non-aqueous media); thermodynamic (HPLC-based) solubility; and work under GLP or GMP.

2.4 ORYL Photonics may use such processes, methods, instruments and procedures as it deems appropriate in its sole discretion and may modify or discontinue any such process at any time, provided that the deliverables agreed in the Order Confirmation are met.

## 3. Quotes, Pricing and Payment

3.1 Quotes are valid for thirty (30) days from issuance unless otherwise stated.

3.2 Prices are those set out in the applicable ORYL Photonics quote, based on the published rate card in effect at the time of order, and are quoted in United States Dollars (USD) exclusive of VAT, transport, duties, insurance, and similar charges, which are borne by the Customer.

3.3 Pricing may include a per-project setup fee and is volume-tiered. A surcharge applies to rush turnaround as specified in clause 5.

3.4 Prices confirmed in an Order Confirmation are locked for that order. ORYL Photonics reserves the right to update the published rate card from time to time.

3.5 Unless otherwise stated in the Order Confirmation, payment is due within thirty (30) days of the invoice date. Orders at the Starter tier may be paid by credit card at the time of order. Smaller first-time orders may, at ORYL Photonics' discretion, require prepayment or a confirmed purchase order before processing.

3.6 If the Customer fails to pay any undisputed amount when due, ORYL Photonics may suspend further performance of the Service and charge statutory interest on overdue sums.

#### 4. Customer Samples and Obligations

4.1 The Customer is responsible for supplying the compounds to be measured. ORYL Photonics does not source or synthesise compounds.

4.2 Unless otherwise agreed, samples shall be supplied as follows:

- 10 mM DMSO stock solutions, with a minimum of fifteen (15)  $\mu$ L per compound (recommended 20  $\mu$ L) to permit replicate measurement; or
- powder samples with stated weight (mg), which ORYL Photonics will dissolve in DMSO (the Customer shall contact ORYL Photonics before shipping for compounds known to be DMSO-insoluble or otherwise problematic);
- in vials, 96-well plates, or 384-well plates, sealed with aluminium foil;
- at ambient temperature unless otherwise agreed.

4.3 Each shipment shall be accompanied by a manifest in Excel or CSV listing compound ID, MW, and CAS where available. ORYL Photonics will confirm receipt of samples on the same business day.

4.4 The Customer warrants that it is entitled to ship the samples and supply the related information, and that the samples and any associated data may lawfully be transferred to ORYL Photonics for performance of the Service.

4.5 The Customer shall disclose in advance, in writing, any known hazards associated with the samples, including but not limited to toxicity, mutagenicity, carcinogenicity, radioactivity, infectious risk, controlled-substance status, or environmental hazard. ORYL Photonics may refuse to accept, or may suspend processing of, any sample that presents a risk that ORYL Photonics in its reasonable opinion is not equipped to handle safely. The Customer shall indemnify ORYL Photonics against all claims, losses, damages, and liabilities arising from undisclosed hazards in the samples.

4.6 The Customer assumes the risk and cost of shipment of samples to ORYL Photonics. Title to and risk in samples remain with the Customer at all times, save that ORYL Photonics shall handle samples in its possession with reasonable care.

#### 5. Turnaround Time

5.1 The standard target turnaround for the Service is two (2) weeks from confirmed receipt of samples and any required information at ORYL Photonics' facility.

5.2 Where available and confirmed at the time of order, a rush turnaround of one (1) week is offered at a surcharge of forty per cent (40%) on the per-compound and project fees, subject to scheduling.

5.3 Stated turnaround is a target, not a guarantee. Turnaround does not run during periods of delay attributable to the Customer (for example, late or incomplete samples or information, or payment delays) or to circumstances beyond ORYL Photonics' control (clause 15).

## 6. Deliverables and Reports

6.1 At completion of the Service, ORYL Photonics shall deliver, by email or via secure data portal:

- a per-compound solubility value ( $\mu\text{g}/\text{mL}$  or  $\mu\text{M}$ ) with confidence interval;
- SHS and/or LLS concentration-response curves;
- a plate layout map and quality-control (QC) summary;
- a structured PDF report;
- raw data export (CSV) on request.

6.2 Reports reflect statements of opinion made with due care within the limits of the instructions received and the samples provided. They concern the specific samples measured and do not extend to any bulk material from which those samples were drawn.

6.3 Reports are issued in English unless otherwise agreed.

## 7. Sample Retention, Return and Disposal

7.1 Unless otherwise agreed, ORYL Photonics will retain residual samples for a period of thirty (30) days after delivery of the final Report, after which residual samples and the associated assay plates will be disposed of in accordance with applicable laws and ORYL Photonics' standard laboratory waste procedures.

7.2 If the Customer requires the return of residual samples, the Customer shall notify ORYL Photonics in writing before expiry of the retention period and shall bear the cost and risk of return shipment, including any associated documentation (e.g. commercial invoices and customs declarations).

7.3 ORYL Photonics is not liable for any loss of, or change in, residual samples arising from storage, handling, or transit within the limits of clauses 7.1 and 7.2. For the avoidance of doubt, any liability of ORYL Photonics in connection with samples (whether residual or otherwise) is subject to clause 13.

## 8. Cancellation and Rescheduling

8.1 The Customer may cancel an order without charge at any time before samples have been received by ORYL Photonics.

8.2 If the Customer cancels an order after samples have been received, fifty per cent (50%) of the invoice value shall be payable, in addition to any out-of-pocket costs already incurred by ORYL Photonics in performing the Service.

8.3 Requests to reschedule a confirmed order shall be made in writing. ORYL Photonics will use reasonable efforts to accommodate rescheduling but may revise the agreed turnaround and pricing where necessary.

## 9. Confidentiality

9.1 Each party shall treat as confidential all non-public information received from the other party in connection with the Service, including compound identifiers, sample data, Reports, methods, and commercial terms, and shall not disclose or use such information except for the purpose of performing or receiving the Service. For the avoidance of doubt, the Customer may use and circulate the Reports

within its own group of companies, employees, contractors, and professional advisors who have a need to know for the Customer's internal research and development purposes, provided such recipients are bound by appropriate confidentiality obligations.

9.2 Confidentiality obligations do not apply to information that (i) is or becomes public other than through breach of these MS T&C, (ii) was lawfully known to the receiving party before disclosure, (iii) is independently developed without reference to the disclosing party's confidential information, or (iv) is required to be disclosed by law or competent authority.

9.3 At the Customer's request, the parties shall enter into a separate mutual non-disclosure agreement on ORYL Photonics' standard form (or the Customer's reasonable equivalent) before sample submission. The Customer is not required to disclose compound structures; an internal Customer compound ID is sufficient for performance of the Service.

9.4 This clause survives termination or expiry of any order for a period of five (5) years, except for trade secrets and personal data, which remain confidential for as long as they retain that status..

## 10. Use of Results

10.1 The Service and the resulting Reports are intended for research and decision-support purposes only. They are not validated for, and shall not be used as the sole basis for, clinical, regulatory, or GLP/GMP submissions without further validation by appropriately qualified parties. The Customer acknowledges that solubility and aggregation measurements are inherently sample-, batch-, and condition-dependent, that the Reports relate only to the specific samples and conditions measured, and that no extrapolation to bulk material, alternative formulations, or in vivo behaviour is warranted.

10.2 The Customer is solely responsible for the interpretation and use of the Reports, including any decisions taken on their basis.

## 11. Ownership of Data, Methods and Intellectual Property

11.1 Samples and information provided by the Customer remain the property of the Customer.

11.2 Upon full payment of the applicable invoice, the Customer-specific data and Reports generated by ORYL Photonics in performance of the Service shall become the Customer's property, and the Customer may use them internally for its research and development purposes.

11.3 ORYL Photonics retains exclusive ownership of all of its background and arising intellectual property, including instruments, software (such as the ORYL Screener and ORYL Analyzer), measurement methods, analytical procedures, algorithms, workflows, know-how, and any improvements thereto. Performance of the Service does not grant the Customer any licence in or to ORYL Photonics' intellectual property, save such non-exclusive, non-transferable rights as are strictly necessary for the Customer to use the Reports for its internal research purposes.

11.4 ORYL Photonics may use anonymised or aggregated data derived from the Service (excluding compound identifiers and Customer-confidential information) for the purposes of method development, quality control, and improvement of its products and services, provided that such use does not enable identification of the Customer, its compounds, or its research programmes.

## 12. Data Protection

12.1 ORYL Photonics handles personal data in accordance with the Swiss Federal Act on Data Protection (FADP) and, where applicable, the EU General Data Protection Regulation (Regulation (EU) 2016/679, «GDPR»). Further details are set out in the ORYL Photonics privacy policy at [www.orylphotonics.com](http://www.orylphotonics.com).

12.2 The Customer warrants that it has the necessary legal basis to share with ORYL Photonics any personal data transferred in connection with the Service, and shall comply with applicable data-protection laws.

### **13. Warranty, Re-run and Liability**

13.1 ORYL Photonics warrants that it will perform the Service in a careful and diligent manner and in accordance with applicable Swiss industry and professional standards. No specific result intended or expected by the Customer is guaranteed.

13.2 Each Report includes per-plate and per-compound QC flags. Where, in ORYL Photonics' reasonable professional opinion, a QC failure is attributable to ORYL Photonics (for example, instrument malfunction, dispensing or operator error, or analytical error), ORYL Photonics will re-run the affected measurement **once** at no additional charge.

13.3 ORYL Photonics is not obliged to re-run measurements where the QC flag results from properties of the sample — including but not limited to insolubility, instability, precipitation, optical or fluorescent interference, or a stock concentration inconsistent with the Customer's manifest — or, in the case of customer-supplied plates ("Bring Your Own Plate"), from the plate as supplied. In such cases the QC flag forms part of the result and is delivered as part of the Report. Any additional measurements requested by the Customer may be quoted separately.

13.4 The Customer shall examine each Report on receipt and notify ORYL Photonics in writing of any apparent defect or deficiency as soon as reasonably possible, and in no event later than ten (10) business days after delivery of the Report. Hidden defects shall be notified as soon as discovered. ORYL Photonics shall have a reasonable period to remedy any defect duly notified; failing which, the Customer's exclusive remedy and ORYL Photonics' sole liability shall be a proportionate reduction of the fees payable for the affected Service.

13.5 ORYL Photonics is not liable for any misuse, incorrect interpretation, or onward presentation of the Reports by the Customer or third parties.

13.6 The limitations and exclusions of liability set out in this clause 13 apply to all liability of ORYL Photonics arising out of or in connection with the Service and any order, regardless of the clause under which a claim is framed. To the maximum extent permitted by law, ORYL Photonics' aggregate liability arising out of or in connection with any order, whether in contract, tort (including negligence) or otherwise, is limited to the total fees paid or payable for the Service under that order. In no event shall ORYL Photonics be liable for any loss of profit, loss of business, loss of revenue, loss of goodwill, loss of data, or any indirect, special, consequential or punitive damages.

13.7 Nothing in these MS T&C limits or excludes liability for fraud, willful misconduct, or any other liability that cannot be excluded under applicable law.

### **14. F1 Instrument Credit**

14.1 As a commercial gesture, ORYL Photonics may, at its sole discretion, credit up to fifty per cent (50%) of Service fees actually paid by the Customer in the six (6) months preceding an ORYL F1 instrument purchase against the purchase price of that instrument. The credit is not automatic and shall apply only if expressly confirmed in writing by ORYL Photonics in the relevant instrument quote.

14.2 The credit is non-transferable, non-refundable, and applies only to a single F1 instrument purchase under ORYL Photonics' general terms for goods then in force. ORYL Photonics may amend or withdraw the credit programme at any time; pricing confirmed in an instrument quote shall reflect any credit available at the time of that quote.

## 15. Force Majeure

ORYL Photonics shall not be liable for any delay or failure in performance arising from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, epidemics or pandemics, government or regulatory action, labour disputes, supply-chain disruption, transport failure, natural disasters, or destruction of essential facilities or materials.

## 16. Applicable Law and Jurisdiction

These MS T&C are governed by Swiss substantive law, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with these MS T&C, including questions of validity, breach, or termination, shall be resolved by the ordinary courts of Lausanne, Switzerland.

23 May 2026

DocuSigned by:  
  
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CEO & Founder

## Certificate Of Completion

Envelope Id: 805E044C-FF07-81C8-812B-D85C1C8FC92A	Status: Completed
Subject: Complete with Docusign: ORYL_Measurement_Service_TC.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	Orly Tarun
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	otarun@orylphotonics.com
	IP Address: 194.230.137.49

## Record Tracking

Status: Original	Holder: Orly Tarun	Location: DocuSign
5/23/2026 12:19:20 PM	otarun@orylphotonics.com	

## Signer Events

Orly Tarun  
 otarun@orylphotonics.com  
 CEO & Founder  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 F81E93974FAD416...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 194.230.137.49

## Timestamp

Sent: 5/23/2026 12:19:28 PM  
 Viewed: 5/23/2026 12:19:34 PM  
 Signed: 5/23/2026 12:20:01 PM  
 Freeform Signing

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

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Certified Delivered	Security Checked	5/23/2026 12:19:34 PM
Signing Complete	Security Checked	5/23/2026 12:20:01 PM
Completed	Security Checked	5/23/2026 12:20:01 PM

## Payment Events

## Status

## Timestamps