



**Illumina, Inc.**  
5200 Illumina Way  
San Diego, CA 92122  
tel 858.202.4500  
fax 858.202.4545  
www.illumina.com

[NAME]  
[TITLE]  
[COMPANY]  
[STREET ADDRESS]  
[Suite XXXX]  
[CITY, STATE ZIP]

September 8, 2021

Re: Additional Terms – Addendum to Supply Agreement

Dear Mr./Ms. [NAME]:

With reference to the standard contract terms Illumina, Inc. (“Illumina”) made available to any U.S. oncology customer on March 30, 2021, specifically, Exhibit A to Illumina’s letter dated March 29, 2021 (“Exhibit A”), Illumina is irrevocably offering additional terms to further allay any concerns relating to Illumina’s August 18, 2021 acquisition (the “Transaction”) of GRAIL, Inc. (now, GRAIL, LLC, referred to hereafter as “GRAIL”).

Any terms used but not otherwise defined herein shall have the meanings ascribed to them in the March 29, 2021 Letter, including Exhibit A. The terms of this addendum may be accepted any time from today until expiration of the Open Term for Exhibit A. The terms of this addendum shall become effective immediately upon Customer’s acceptance of these terms, and shall remain in effect during the Term for as long as GRAIL is an Affiliate of Illumina.

Under this addendum, each of the terms and conditions set forth in the Exhibit A shall continue to apply, in addition to or as modified by the supplemental terms provided in Exhibit C to this letter (together with Exhibit A, the “Supply Agreement”).

Sincerely,

Francis deSouza  
Chief Executive Officer

**Accepted and Agreed:**

[COMPANY]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit C – Additional Supply Agreement Terms

1. The following underlined text is hereby added to Section 4(a) of Exhibit A:
  - “a. **Access to Services.** Customer shall have access to the same product services and support services for purchase relating to the Supplied Products to which GRAIL or any For-Profit Entity has access, or which Customer had access before the Transaction. For such services, Customer shall have access to the same volume-based pricing that GRAIL has access to for the equivalent level of service, or to which Customer had access before the transaction, at the Customer’s option.”
2. In Section 4(b) of Exhibit A, the clause “45 days of when GRAIL or such For-Profit Entity” is replaced with “5 days of when GRAIL or such For-Profit Entity”, such that the section reads:
  - “b. **Access to Supplied Products.** Customer shall have access to the Supplied Products for purchase that GRAIL or any For-Profit Entity has access, within 5 days of when GRAIL or such For-Profit Entity, as applicable, is offered such access (if not earlier) for purchase.”
3. In Section 4(c) of Exhibit A, the clause “45 days of when GRAIL or such For-Profit Entity” is replaced with “5 days of when GRAIL or such For-Profit Entity”, such that the section reads:
  - “c. **Access to Pre-Release Sequencing Products.** Customer shall have access for purchase to any Pre-Release Sequencing Product to which GRAIL or any For-Profit Entity is offered access within 5 days of when GRAIL or such For-Profit Entity, as applicable, is offered such access (if not earlier), and for the same categories of uses, specifically: (i) feedback to Illumina for development of NGS products, including through alpha or beta testing; (ii) for clinical trials; (iii) for clinical validation; (iv) for pre-commercial test development not relating to clinical trials; or (v) for a commercialized product developed by Customer. Customer’s purchase of any Pre-Release Sequencing Product is subject to the pricing terms in Section 5 in this Supply Agreement. This provision does not apply to Pre-Release Sequencing Products that are developed by Illumina for a specific For-Profit Entity pursuant to a development agreement under 4.d. with such For-Profit Entity.”
4. Section 4 of Exhibit A is hereby amended by adding the following Section 4(f) at the end thereof:
  - “f. **Access to Information.** Customer shall have access to the same information about final product specifications of any new Supplied Product, any new version of a Supplied Product or any Pre-Release Sequencing Product within 5 days of when GRAIL is provided such information.”
5. Section 4 of Exhibit A is hereby amended by adding the following Section 4(g) at the end thereof:
  - “g. **GRAIL Purchases and Services.** Illumina shall publish, on the “Oncology Contract Terms” website, (i) the Supplied Products, by SKU, that GRAIL is purchasing; (ii) the

service plans, by SKU, that GRAIL is purchasing; and (iii) the pricing grid for both products and services under which GRAIL is purchasing Supplied Products and services. To the extent necessary, Illumina shall update this website within 5 days of entry of any purchase order for Supplied Products or any service contract relating to the Supplied Products by GRAIL. ”

6. Section 5(d) of Exhibit A is hereby amended by adding the following text at the end thereof:

- “The price for a new Supplied Product or a new version of a materially improved Supplied Product must be commercially reasonable. For any materially improved Supplied Product, the price of the new version must take into account the value of the improvement. For avoidance of doubt, in any arbitration in which the price of a new version of a Supplied Product or a new Supplied Product is disputed, the arbitrator is empowered to determine the reasonableness of the price, including the value of the any improvement in performance or capability, and to require that Illumina charge a price that is commensurate with the improvement, as well as require any associated refunds to Customer.”

7. Section 12(a) of Exhibit A is hereby amended by:

- Replacing both instances of the term “annual” with the term “bi-annual (every 6 months)”; and
- Adding the following text at the end thereof: “In addition to providing the written report, in the event of any finding of potential noncompliance with Illumina’s performance under the Supply Agreement, Customer shall be notified within 10 days of identifying such a finding of potential noncompliance.”

8. Section 12(b) of Exhibit A is hereby amended by adding the following Section 12(b)(ix) at the end thereof:

- “ix. If the Arbitrator determines that Illumina has breached any provision of the Supply Agreement, the Arbitrator may order any relief necessary to restore the status quo prior to Illumina’s breach, including monetary and/or injunctive relief. In resolving any dispute under the Supply Agreement, the Arbitrator shall take into account, and the Arbitrator’s decision shall reflect, that the purpose of the Supply Agreement is to allay any concerns relating to the Transaction, including that Illumina would disadvantage GRAIL’s potential competitors after the Transaction by increasing their sequencing prices or by withholding access to Illumina’s latest innovations in NGS.”