

ORDINANCE NO. 167-24

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TEST PURCHASE AGREEMENT WITH GRAIL, INC. TO PARTICIPATE IN THE GALLERI MULTI-CANCER EARLY DETECTION SCREENINGS FOR THE CITY OF MEDINA FIREFIGHTERS, AND DECLARING AN EMERGENCY.

WHEREAS: The National Institute for Occupational Safety and Health (NIOSH) identified that firefighters have a 9% greater risk of being diagnosed with cancer and a 14% greater chance of dying from cancer than the general U.S. population; and

WHEREAS: The Grail Galleri early detection test was chosen over all other available screenings following extensive research that included published studies, national health and wellness standards and recommendations; and

WHEREAS: The funding to cover the cost of these services has been donated from the Park Foundation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized to enter into a Test Purchase Agreement with Grail, Inc. to participate in the Galleri Multi-cancer early detection screenings for the Medina Firefighters.

SEC. 2: That a copy of the Test Purchase Agreement is marked Exhibit A, attached hereto, incorporated herein, and has been approved by the Law Director.

SEC. 3: That the funds to cover this agreement, in the amount of \$28,556.00, are available in Account No. 107-0110-52226.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to secure September 26 and 27, 2024 screening dates; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: September 9, 2024

SIGNED: John M. Coyne, III
 President of Council

ATTEST: Kathy Patton
 Clerk of Council

APPROVED: September 10, 2024

SIGNED: Dennis Hanwell
 Mayor

ORD 167-24
EXH-A

GRAIL, Inc.
TEST PURCHASE AGREEMENT

This Test Purchase Agreement (the "Agreement") is made effective as of the date of the last signature below (the "Effective Date") by and between GRAIL, Inc., a Delaware corporation with a principal place of business at 1525 O'Brien Drive, Menlo Park, CA 94025 ("GRAIL") and Medina Fire Department, having a principal place of business at 300 W. Reagan Pkwy, Medina, Ohio 44256 ("Company"). Company and GRAIL may each be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Company wishes to purchase GRAIL's Galleri[®], a multi-cancer early detection test (the "Test") and such other laboratory tests from GRAIL from time to time (collectively, the "Laboratory Test(s)"), as more fully set forth in each applicable Test purchase specific addendum to be attached to this Agreement and incorporated herein by reference (the "Purchase Addendum");

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, and other good and valuable consideration, the exchange, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1.0 Test Purchases

1.1 Purchase Addenda. Each Purchase Addendum will include (a) a description of the Laboratory Test(s); (b) applicable fees, and (c) any other responsibilities mutually agreed by the Parties. To the extent any terms set forth in a Purchase Addendum conflict with the terms set forth in this Agreement, the terms of this Agreement will control unless otherwise expressly agreed by the Parties in such Purchase Addendum that the conflicting terms in such Purchase Addendum will control.

1.2 Invoices. GRAIL will invoice Company and/or any applicable third party for the Laboratory Tests in each case as described in the Purchase Addendum. Invoicing will follow the delivery of the Laboratory Test results report. Company will pay each invoice within thirty (30) days of the invoice date. In addition to any other rights and remedies available to GRAIL, interest will be payable on any payments under this Agreement that are not paid when due at a monthly rate of 1.5%, or the maximum applicable legal rate, if less, calculated on the total number of days that payment is delinquent. In the event the Company fails to make payments due, GRAIL reserves the right to suspend providing Laboratory Tests and collection materials.

1.3 Payments. All payments of amounts owing to GRAIL will be made at the following account or address or such other account or address designated by GRAIL in writing:

For electronic payment:

Beneficiary:	GRAIL, Inc.
Beneficiary Address:	1525 O'Brien Dr. Menlo Park, CA 94025, USA
Bank Name:	Silicon Valley Bank
Bank Address:	3003 Tasman Drive Santa Clara, CA 95054, USA
Routing & Transit Number:	121140399
SWIFT Code:	SVBKUS6S
Account Number:	3303126108

For payment by check:
GRAIL, Inc.
Dept LA 25195
Pasadena, CA 91185-5195

2.0 Specimens and Personal Data

2.1 Protections. GRAIL is a Covered Entity healthcare provider under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Part 160 and Part 164 (Subparts A – E) (collectively, “HIPAA”). Any personal data about a participant in Company’s offering of the Laboratory Test that GRAIL receives directly from either (a) such participant, or (b) a healthcare professional who orders the Laboratory Test for such participant is Protected Health Information (as defined under HIPAA), exclusively governed by HIPAA, and is subject to GRAIL’s administrative, technical, and physical safeguards and applicable policies for protecting the privacy and security of Protected Health Information. The Parties will maintain records and data related to its obligations under this Agreement in accordance with applicable laws.

2.2 Collection and Rights. For Laboratory Tests collected by GRAIL’s third-party phlebotomy provider, GRAIL will ensure transfer of blood specimens from patient(s) (“Specimens”) by such third-party provider to GRAIL. As between the Parties, GRAIL will own all rights, title and interest in and to Specimens and will have sole right to use and analyze Specimens and any related Protected Health Information consistent with the permissions granted by relevant participants in connection with the Test and applicable laws. Company will have no access to Specimens and such Protected Health Information.

2.3 Inability to Process. GRAIL may not be able to process Specimens or to provide Laboratory Test results reports in certain instances, including but not limited to: (a) Specimens lost or damaged prior to delivery at GRAIL laboratories; (b) contaminated Specimens; (c) incomplete or inaccurate information on the Laboratory Test requisition form; (d) the relevant patient canceling the Laboratory Test; (e) the ordering healthcare professional canceling the Laboratory Test; and (f) shipping delays. **Specimens collected from patients who are twenty-one (21) years old or younger or who are pregnant will not be processed.**

3.0 Confidentiality

3.1 Confidential Information. The Parties acknowledge that a Party (the “Recipient”) may have access to confidential or proprietary information (“Confidential Information”) of the other Party (the “Discloser”) in connection with this Agreement. In order to be protected as Confidential Information, information must be marked or confirmed in writing as such or it must be information reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. This Agreement, including its terms, including pricing, is Confidential Information. During the Term of this Agreement and for a period of five (5) years thereafter, the Recipient will hold the Discloser’s Confidential Information in confidence using at least the degree of care that is used by the Recipient with respect to its own Confidential Information, but no less than reasonable care. The Recipient will disclose the Confidential Information of the Discloser solely on a need-to-know basis to its employees, contractors, officers, directors, and representatives, under written confidentiality and restricted use terms consistent with this Agreement. The Recipient will not use the Discloser’s Confidential Information for any purpose other than exercising its rights and fulfilling its obligations under this Agreement. The Confidential Information will at all times remain the property of the Discloser. The Recipient will, upon written request of the Discloser, return to the Discloser or destroy the Confidential Information of the Discloser.

Notwithstanding the foregoing, the Recipient may maintain one copy of the Discloser's Confidential Information to be retained by the Recipient for archival purposes or if required to be retained by law.

3.2 Exceptions. Notwithstanding any provision contained in this Agreement to the contrary, the Parties' confidentiality and non-use obligations shall not apply to: (a) information that, at the time of disclosure to the Recipient, is in the public domain through no breach of this Agreement or breach of another obligation of confidentiality owed to the Discloser by the Recipient, (b) information that, after disclosure hereunder, becomes part of the public domain by publication or otherwise, except by breach of this Agreement or breach of another obligation of confidentiality owed to the Discloser by the Recipient; (c) information that was in the Recipient's possession at the time of disclosure by the Discloser unless subject to an obligation of confidentiality or restricted use owed to the Discloser; (d) information that is independently developed by or for the Recipient without use of or reliance on Confidential Information of the Discloser, or (e) information that the Recipient receives from a third party where such third party was under no obligation of confidentiality to the Discloser with respect to such information.

3.3 Required Disclosures. The Recipient may disclose Confidential Information of the Discloser as required by court order, operation of law, or government regulation; provided that, the Recipient promptly notifies the Discloser of the requirement prior to disclosure, uses diligent and reasonable efforts to limit the scope of such disclosure or obtain confidential treatment of the Confidential Information if available, and allows the Discloser to participate in the process undertaken to protect the confidentiality of the Discloser's Confidential Information.

4.0 Indemnification, Responsibility and Limitation of Liability

4.1 Indemnification and Responsibility. GRAIL hereby agrees to defend, hold harmless and indemnify the Company and its officers, directors, employees, agents, representatives, and affiliates from and against any and all liabilities, expenses, damages and/or losses (including without limitation reasonable legal expenses and attorneys' fees) resulting from any third-party claim to the extent arising out of (a) the material breach by GRAIL or its officers, directors, employees, agents, or representatives of its obligations under this Agreement, (b) the gross negligence or willful misconduct of GRAIL or its officers, directors, employees, agents or representatives in the performance of its obligations under this Agreement, or (c) any failure by GRAIL to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligation under this Agreement; provided, GRAIL will not have an obligation to indemnify the Company and its officers, directors, employees, agents, representatives and affiliates to the extent any liability, expense, damage, and/or loss is caused by the Company and/or its officers, directors, employees, agents, representatives and/or affiliates (i) material breach of this Agreement, (ii) negligence or willful misconduct in the performance of its obligations under this Agreement, and/or (iii) any failure to comply with applicable federal, state, or local laws, regulations or codes in the performance of its obligations under this Agreement. The Company is responsible for its and its officers, directors, employees, agents, representatives and affiliates actions and omissions in the performance of this Agreement.

4.2 Indemnification Procedure. To be eligible to be indemnified hereunder, the Company will provide GRAIL with prompt notice of the third-party claim giving rise to the indemnification obligation pursuant to this Article 4 and the right to control the defense (with the reasonable cooperation of the indemnified Party) and settlement of any such claim; provided, however, that GRAIL will not enter into any settlement that admits fault, wrongdoing or damages without the Company's written consent. The Company will have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by GRAIL.

4.3 Limitation of Liability. IN NO EVENT WILL GRAIL BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) OF COMPANY OR OF ANY THIRD PARTY.

5.0 Term and Termination

5.1 Term; Non-Renewal. This Agreement will commence on the Effective Date and continue in effect for an initial one (1) year period ("Initial Term") and will automatically extend for two (2) additional one (1) year periods (each, a "Renewal Term") unless earlier terminated by Company providing written notice of non-renewal during the thirty (30) day period ending on the last day of the Initial Term or the first Renewal Term.

5.2 Termination. This Agreement may be immediately terminated by either Party upon written notice, if the other Party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the non-breaching Party. This Agreement may be terminated by GRAIL, without cause, upon thirty (30) days' prior written notice to Company.

5.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Company will make payment to GRAIL for any Laboratory Tests results reports delivered, including those provided after the termination or expiration date for Laboratory Tests ordered prior to such date (other than those for which GRAIL has agreed in the Purchase Addendum to invoice any third party). In addition, Company will return any Collection Materials it possesses as of the expiration or termination date back to GRAIL.

5.4 Survival. Expiration or termination of this Agreement for any reason will not affect either Party's rights or obligations which, at the time of such expiration or termination, have already accrued to such Party. In addition, the obligations of the Parties contained in Articles 3, 4, and 6 and Sections 2.2, 5.3, and 5.4 hereof will survive expiration or termination of this Agreement.

6.0 Miscellaneous

6.1 Force Majeure. In the event either Party will be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, pandemic, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason or cause beyond such Party's reasonable control, then performance of such act will be excused for the period of such delay, and the affected Party will receive time to perform the act equal to the period of delay. Notice of the start and stop of any such force majeure will be promptly provided to the other Party, and the affected Party will use commercially reasonable efforts to end the delay and resume performance under this Agreement as soon as reasonably practicable.

6.2 Notices. Every notice or other communication required or permitted under this Agreement or by applicable laws will be in writing and will be deemed to have been delivered and received (a) when personally delivered, (b) on the seventh (7th) business day after which sent by registered or certified mail, (c) by email with confirmation by the recipient confirming such email has been received and reviewed, or (d) on the third (3rd) business day after the business day on which deposited with a regulated public carrier (e.g., FedEx) for overnight delivery (receipt verified), addressed to the Party as specified in this Section.

For GRAIL
GRAIL, Inc.
1525 O'Brien Drive
Menlo Park, CA 94025
Attn: Legal
Email: legalnotice94025@grailbio.com

For Company
Medina Fire Department
300 W. Reagan Pkwy
Medina, Ohio 44256
Attn: Dennis Hanwell
Email: dhanwell@medinaoh.org

6.3 Public Relations Activities; Use of Name. Following execution of this Agreement, Company and GRAIL will discuss strategic public relations activities to support publicly announcing the execution of this Agreement, which may include a joint press release. The content and timing of any press release will be mutually agreed upon by the Parties and approved by each Party's corporate communications team. Each Party's corporate name, logo, trademark, or product name(s) may be used only with such Party's prior written consent for such use on each occurrence.

6.4 Compliance with Laws. Each Party will comply with all applicable state and federal laws and regulations in the performance of this Agreement.

6.5 Governing Law and Venue; Arbitration. The Parties agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement, or the making, interpretation, construction, performance or breach hereof, will be finally settled by binding arbitration under the then current rules of the Judicial Arbitration and Mediation Services (JAMS) by three (3) arbitrators, one appointed by each Party and the third being mutually agreed upon by the Parties in accordance with such rules. The arbitrators may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrators will be final, conclusive and binding on the Parties to the arbitration. Judgment may be entered on the arbitrators' decision in any court of competent jurisdiction. Without limiting the foregoing, each Party shall also have the right to seek injunctive relief for any violation or threatened violation of Section 3.

6.6 Severability; Waiver. If any one or more provisions of this Agreement will be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the Parties' original intent. Waiver or forbearance by either Party or the failure by either Party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law, will not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

6.7 Entire Agreement; Amendments. This Agreement, including all Purchase Addenda, represents the complete and entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter. No changes or modifications of this Agreement or any Purchase Addendum will be deemed effective unless in writing and executed by the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

GRAIL, INC.

MEDINA FIRE DEPARTMENT

By: _____

By: Dennis Hanwell

Name: _____

Name: Dennis Hanwell, Mayor

Title: _____

Title: Mayor, City of Medina

Date: _____

Date: September 19, 2024

PURCHASE ADDENDUM NO. 1

This Purchase Addendum No. 1 ("Purchase Addendum No. 1") is intended to supplement and be read together with the Test Purchase Agreement by and between Medina Fire Department ("Company") and GRAIL, Inc. ("GRAIL") effective as of the date of the last signature below (the "Agreement"). This Purchase Addendum No. 1 is incorporated herein to the Agreement by this reference. All capitalized terms not defined in this Purchase Addendum No. 1 will have the meanings given to them in the Agreement. This Purchase Addendum No. 1 will remain in effect until expiration of the Agreement, unless the Agreement is earlier terminated as provided therein.

1.0 The Offering

1.1 Scope. The Test will be made available as an offering (the "Offering") to U.S.-based firefighters (active, retired only) and their spouses ("Eligible Participants").

1.2 Implementation. Eligible Participants who request a Test (whether or not a Test is authorized, a "User") will have their requests reviewed by third party healthcare professionals under the direction and control of GRAIL's telemedicine or, as applicable, onsite provider (each a "Healthcare Professional"). The Healthcare Professional will, for Users for whom a Test request is authorized, be responsible for ordering the Test via a Test requisition form. GRAIL will also arrange for a phlebotomy provider who can assist with Specimen collection.

1.3 Determination of Use Criteria. GRAIL intends the Test for use in adults with an elevated risk for cancer, such as those aged 50 or older. Company is solely responsible for determining the age, risk factors, and any other criteria required for those whom the Test may be ordered by a Healthcare Professional. Company acknowledges that GRAIL has not yet examined the performance of the Test in all elevated cancer risk populations included in the criteria and performance of the Test could vary in those populations, which may result in a decreased cancer signal detected rate in those aged under 50. Company acknowledges the cancer signal detected rate for those under age 50, regardless of other factors contributing to an elevated risk for cancer, may be lower than those aged 50+.

1.4 Test Processing. GRAIL will process the Specimen collected for the Test and provide a Test results report for each Test ordered to the Healthcare Professional who issued the Test requisition form to GRAIL, unless the Test is canceled, or the Specimen is unable to be processed. In the event that GRAIL is unable to generate a Test results report for a User, GRAIL will notify the Healthcare Professional in a timely manner. GRAIL's contracted telemedicine provider's Healthcare Professionals will be solely responsible for delivering and communicating the Test results report to Users.

1.5 Collection Materials. GRAIL or its designee will deliver or otherwise make available the kits necessary for collection of the Specimens for Users for whom a Test has been authorized. If GRAIL determines, in its sole discretion, that Company has breached the terms of the Agreement or this Purchase Addendum No. 1, GRAIL reserves the right, in addition to the other remedies available hereunder, to cease the provisioning of kits.

1.6 Onsite Testing. GRAIL and Company agree to perform at least one onsite offering of the Test, at a mutually agreed location and time ("Onsite Testing Events"). Onsite Testing Events will be conducted in a manner that safeguards patient privacy in a manner consistent with applicable law. Notwithstanding the foregoing, GRAIL may determine not to provide Onsite Testing Events if GRAIL determines in its sole discretion that (a) applicable law in the location would make such an Onsite Testing Event infeasible, or (b) an Onsite Testing Event cannot be conducted in a manner that complies with

applicable law. Company acknowledges that neither GRAIL nor its third-party providers will verify whether any individual seeking the Test is an Eligible Participant, and Company agrees that Company nonetheless remains responsible for payment with respect to any Test results report delivered as a result of Onsite Testing Events.

1.7 Access to the Offering. Company and GRAIL may agree to utilize the eligibility file method and/or Galleri Key method (each as further described below) to provide Eligible Participants access to the Offering.

(a) Eligibility File and Data. If the Parties agree to use the eligibility file method, Company will provide GRAIL with eligibility files, in accordance with GRAIL's specifications for format and transmission method and such other requirements provided by GRAIL in writing, necessary for GRAIL to verify whether an Eligible Participant (based on the eligibility criteria determined by Company) may participate in the Offering, and GRAIL, itself or through a third-party, will process the eligibility files to perform such verification and GRAIL may utilize such eligibility file information for other activities in support of the Offering, including any business review for Company, other Company requests for reporting or analytics, and any communications activities described herein or in the communications plan. If Company requires use of a Company-specific eligibility file format or transmission method, additional approvals and fees may apply. Company agrees to timely provide GRAIL with accurate eligibility files prior to the agreed upon launch of the Offering and at the frequency mutually agreed upon by the Parties. Any eligibility file data and other personal data provided to GRAIL by Company is Confidential Information of Company.

i. Company acknowledges and agrees that GRAIL does not perform eligibility verification at the time of invoicing and Company agrees that Company remains responsible for payment with respect to any Test results report delivered regardless of whether the applicable patient remains an Eligible Participant at the time of invoicing.

ii. Company represents and warrants that, prior to the transfer of and GRAIL's use of any Eligible Participants and/or Users' personal information (including such information in the eligibility files), Company has or will obtain from its Eligible Participants and/or Users any and all necessary rights, consents, and authorizations required by applicable law in order for Company to collect any and all data and information in the eligibility files, to transfer such data and information to GRAIL, and for GRAIL to use such data and information in support of the Offering, including for the purpose of Direct Communications.

(b) Galleri Key (Eligibility File Replacement). If the Parties agree to use the Galleri Key method, GRAIL will generate and provide to Company unique alphanumeric codes necessary for Eligible Participants to access GRAIL's contracted independent telemedicine healthcare provider to have a Test request reviewed by a Healthcare Professional ("EFR Galleri Key").

i. Company acknowledges and agrees that GRAIL will not verify whether an individual using an EFR Galleri Key is an Eligible Participant, and further, that neither the Healthcare Professional nor GRAIL's contracted telemedicine provider will review Test orders to confirm eligibility other than the Healthcare Professional utilizing his/her own medical and clinical judgment in determining whether to order the Test (for example, no review will be performed to determine whether an individual seeking the Test is enrolled in a specific health plan even if that is a requirement for participation in the Offering). Company agrees that Company remains responsible for payment with respect to any Test results report delivered as a result of use of an EFR Galleri Key, regardless of whether, for example, the applicable patient is an Eligible Participant at the time of invoicing.

ii. Each EFR Galleri Key becomes active for use upon delivery to the Company or, as applicable, delivery by GRAIL to Eligible Participants. All unused EFR Galleri Keys expire at midnight 11:59 PT on the earlier of: (a) the date or the number of days after the delivery of the EFR Galleri Key that the Parties have agreed in writing for that specific distribution of EFR Galleri Keys; or (b) the termination of the Agreement. Company will cease distribution of the EFR Galleri Key (if Company is distributing) and agrees that GRAIL may cease distribution (if GRAIL is distributing) and deactivate all EFR Galleri Keys in the event the Agreement is terminated for any reason or if Company violates any terms of the Agreement. If Company is distributing EFR Galleri Keys, Company will promptly disclose any eligibility requirements and will be responsible for ensuring that EFR Galleri Keys are distributed only to persons consistent with Company-determined eligibility requirements. Company will include the expiration date of the EFR Galleri Key on any instrument used to distribute the EFR Galleri Key (e.g., email, cards, etc.). Company will not export any EFR Galleri Key for use outside the United States, and acknowledges that Test orders from outside the United States will be refused.

(c) If Company desires to make changes to eligibility criteria for the Offering, including to enable any individual attending an Onsite Testing Event who is not an Eligible Participant to access the Offering, only Company's designated principal contact, _____, may authorize such changes to eligibility criteria and, in such cases, such authorization will be made in writing and Company is solely responsible for any such changes.

1.8 Company-Provided Services. GRAIL and Company may agree, on a case-by-case basis for any Onsite Testing Events, for Company to provide third party healthcare professionals for Test request review and ordering and/or phlebotomy services for Specimen collection. GRAIL will have no responsibility for such service providers and disclaims any liability resulting from performance of such Company-provided service providers. For each Test ordered by Company-provided healthcare professionals, Company will ensure use of GRAIL's TRF and entry of the correct partnership program code in the "Billing Information" section of TRF(s) submitted for Company's account and pricing set forth herein.

2.0 Payments; Schedule

2.1 Payment: GRAIL will process the Test at a charge of \$649 per Test for Eligible Participants. It is understood that for Tests ordered for active firefighters, Company will be responsible for \$649 of the Test price. It is also understood that for Tests ordered for retired firefighters and spouses, the User will be responsible for the full amount of \$649

2.2 Payment Schedule: GRAIL will invoice Company on a calendar month basis for all Test results reports delivered in the preceding calendar month. GRAIL will invoice Users directly. User invoices are due within thirty (30) days of User's receipt of invoice. For avoidance of doubt, to the extent any Tests were ordered for a User during the term of this Purchase Addendum No. 1, Company will pay such amount for each Test even if the Test results report is delivered after the termination of this Purchase Addendum No. 1. Company will be solely responsible for compensating GRAIL for the Test, and GRAIL will not be required to seek any amounts from any Healthcare Professional or patient.

For a Test requisition form ("TRF") marked "Other," GRAIL will invoice Company on a calendar month basis for all Test results reports delivered to Company in the preceding calendar month; or, if a partnership program code is entered for First Responder Pricing, the third party that is associated with that partnership program code. For TRFs marked as "Patient Self-Pay," GRAIL will invoice patients directly. Company may choose to restrict the billing method for Test results reports delivered by checking the appropriate box

below, subject to the following: *In order to comply with state billing laws for Test orders received from Healthcare Professionals in NY and RI, GRAIL will always bill the patient directly, regardless of the selection on the TRF or checkbox below, or request by the Company to the contrary.*

You are not required to check a box below. If you are checking a box below, then by doing so you authorize and instruct GRAIL to instruct its third-party billing services provider to program your account to override any TRF requests that are marked with a bill to-type other than the method chosen below; and further you represent and warrant that you have the legal authority to act on behalf of Company to authorize and instruct GRAIL to do so.

Bill to: Company only (for states other than NY and RI)
 Patient only

If you are signing on behalf of the Company, you represent and warrant that you: (1) have full legal authority to bind the Company to these terms and conditions; (2) have read and understood the TPA and Purchase Addendum; and (3) agree to this Purchase Addendum on behalf of the Company. If you do not have the legal authority to bind the Company, do not sign this Purchase Addendum.

GRAIL and Company concur with the above and Company authorizes GRAIL, and GRAIL agrees, to begin this Purchase Addendum No. 1, each by signing in the space provided below.

GRAIL, INC.

MEDINA FIRE DEPARTMENT

By: _____

By: Dennis Hanwell

Name: _____

Name: Dennis Hanwell

Title: _____

Title: Mayor, City of Medina

Date: _____

Date: September 10, 2024