SERVICE AGREEMENT

This agreement (the **"Agreement"**) is made effective on _____ (the **"Effective Date"**),

BETWEEN:

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, AS REPRESENTED BY COLLABORATIVE ADVANCED MICROSCOPY LABORATORIES OF DENTISTRY (CAMILOD) AT THE FACULTY OF DENTISTRY
(the **"University"**)

- and -

UNIVERSITÀ DEGLI STUDI DI FOGGIA
(the "**Client**")

(individually a **"Party"** and collectively the **"Parties"**)

FOREWORD that the University of Toronto and the University of Foggia intend to promote and implement a line of research aimed at identifying new predictive and non-invasive diagnostic pathways that can improve the prediction, detection and monitoring of monogenic, polygenic diseases and cancer of the head and neck region, making mutual commitments to carry out the project phases;

FOREWORD that, in particular, the University of Toronto, within the framework of the common research activity, may provide qualifiers and technical services that are indispensable for the conduct of the research, as detailed in this agreement;

WHEREAS the University, through CAMiLoD provides certain laboratory services including 10x Genomics (Manufacturer) Xenium services;

AND WHEREAS, the Client wishes to engage the University to provide the services described in the attached Schedule "A" (the **"Services"**);

AND WHEREAS the University has the expertise and personnel needed to provide such services and is prepared to undertake the Services for the Client;

AND WHEREAS the University and the Client operate in the same field of research, the agreement is indispensable for the sharing and pursuit of the same scientific goals;

NOW THEREFORE the Parties hereby agree as follows:

1) **Services.**
   a) The University shall perform the Services as described in Schedule "A" (the **"Services"**) in accordance with applicable University policies together with such additional personnel as the University may assign.
   b) The University shall provide such services competently and efficiently and in accordance with applicable service standards.

2) **Responsibilities of the Client.**
The Client shall
   a) provide a blinded sample list that excludes any personal information that may breach patient privacy or confidentiality;
   b) provide all necessary information for any specimen provided to the University, including any treatment(s) with biohazard material(s), toxic chemical(s), and/or radiation, as well as applicable permit numbers for Research Ethics Board (REB) and/or Environmental Health & Safety (EHS) that correspond to the animal or human ethics protocol(s) governing sample collection.
   c) ensure the specimen(s) have been adequately fixed such that the type of fixative, concentration, incubation temperature and period, would effectively kill biohazardous agents, such as BBP, but preserve RNA quality

   the Client acknowledges that valid Results are dependent upon proper Specimen collection and handling before arrival of the specimen at the University.

3) **Fees and Payments.** The amounts indicated in Schedule "A" owed by the Client to the University for the provision of the Services (the "Fees") will be considered a reimbursement of expenses and paid in a lump sum within 60 days of the contract. For reimbursement to be provided, the University of Foggia must receive the appropriate documentation certifying the completion of the service. The Client will pay the fees, plus all applicable taxes and duties, in response to all invoices issued by the University.

4) **Deliverables.** The University shall provide the report(s) and other deliverables specified in Schedule "A" (the "**Deliverables**") to the Client. All Deliverables to be prepared by the University pursuant to Schedule A shall be delivered to Prof. Lorenzo Lo Muzio in form and content satisfactory to the Client.

5) **Equipment and Material.** The University will own or retain rights to any equipment purchased by the University for use in performing the Services. It is also understood that as part of the Services, the University will be required to purchase certain materials exclusively to be consumed for the service, the costs of which shall be included in the Fees.

6) **Confidential Information.** The Parties may disclose confidential information one to another to facilitate performance of this agreement. Such information will be identified as "confidential" in writing at the time of its transmittal or so reduced to writing **within ten (10) days** thereafter (**"Confidential Information"**) and will be safeguarded and not disclosed to third parties by the receiving Party for a period of five (5) years from the Effective Date. Confidential Information will not include information that is:

   a) in the public domain at the time of disclosure, or subsequently comes within the public domain without fault of the receiving Party;
   b) known to the receiving Party at the time of disclosure or independently developed by the receiving Party, provided there is adequate documentation to confirm such prior knowledge or independent development;
   c) used or disclosed by the receiving Party with the prior written approval of the disclosing Party;
   d) properly disclosed to the receiving Party without restriction from a source other than the disclosing Party;
   e) used or disclosed by the receiving Party more than five years after the date of its first receipt from the disclosing Party; or,

f) required to be disclosed by statute or judicial decree.

Notwithstanding anything contained herein, each Party may disclose Confidential Information to its officers, employees, consultants, agents, and students on a need-to-know basis to facilitate performance of the Services, provided that such persons agree to be bound by terms at least as restrictive as those contained herein.

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7) Warranty

a) It is understood by the Client that all specimens provided to the University by the Client will be subjected to a quality check by routine histological staining. If the quality/quantity of the sample is insufficient for the proposed work, the University will inform the Client. the University warrants that any experiments for which the samples were deemed of sufficient quality will provide results of acceptable quality as determined by the manufacturer. If the results are found to not meet these standards, the University will either repeat the experiment free of charge if the Client can provide more samples or invoice the portion on material and reagents but waive the processing fee for the failed experiment at the Client's request. However, the University reserves the right to perform an RNA quality check of the samples, at additional cost to the Client, before repeating an experiment. Any samples deemed to be of insufficient quality and/or quantity will be returned at Client's request. the University may elect to charge a fee for expenses related to sample preparation, quality checks and shipping fees for each returned sample. Any samples which were deemed of insufficient quality and/or quantity yet were requested to be processed by the Client, will not be covered under such warranty and the University does not provide any guarantees with respect to results thereof.

b) Except as expressly provided above in section 6(a), the University, its Directors, officers, employees, faculty and agents make no conditions, representations, warranties or agreements of any kind, whether direct, indirect, express, or implied, as to any matter whatsoever, including the condition, originality, or accuracy of data, conclusions, or products, whether tangible or intangible, conceived, discovered, or developed as a result of these services; or the ownership, merchantability, or fitness for a particular purpose of said data, conclusions or products.

8) Intellectual Property.

The Client will own all biological related intellectual property (IP) arising from the Services (including but not limited to expression profiles, prognostic markers, diagnostic markers, or outcome data). In experiments involving custom-design products, the Client will own the design of content and allow access by the University. The University shall retain all IP with respect to the procedures involved including any improvements to the protocols and technologies that may arise from the processing of the End User's samples. The University shall make no claim on any of the biological data generated from the Services.

9) **Acknowledgements**. Upon publication of the project, the Client agrees that the source of this Service (e.g., in the Materials and Methods or Results section) be acknowledged as the "CAMiLoD at the Faculty of Dentistry, University of Toronto, Canada (www.camilod.ca)". In addition, the Client agrees to notify the University of your publication for the benefits of the research community.

10) **Privacy.** The Client acknowledges that the University is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (FIPPA") and that any records or information in the custody or control of the University may be subject to disclosure in accordance with FIPPA.

11) **Term and Termination.** This Agreement will enter into force on the Effective Date and will terminate December 1, 2026, unless terminated in accordance with the provisions of this section. This Agreement may be terminated by (i) either Party upon giving thirty (30) days written notice to the other Party, or (ii) at any time by mutual written agreement of the Parties, or (iii) by either party immediately in the event of a material breach of this Agreement by the other party that is not cured within ten (10) days' written notice. In the event of early termination, the University will be entitled credit for work performed hereunder prior to the termination and the university's termination costs including non-cancellable commitments.

12) **Survival.** The provisions of the following sections shall survive termination or expiry of this Agreement: 3, 6, 7, 8, 9, 11, 14, 18, and 21.

13) **Disclaimer.** The University makes no representations and extends no warranties of any kind, and there are no express or implied warranties or conditions of merchantability or fitness for particular purpose relating to the Services or Deliverables, or that the use of the Deliverables will not infringe any patent, copyright, trademark, or other proprietary rights. The Client accepts all risks which may be inherent to its use of the information contained in the Deliverables.
14) **Limitation of Liability.** The University shall not be liable for any direct, indirect, consequential, or other damages suffered by the Client or any others resulting from the use of the data, results or conclusions, or products conceived, discovered, or developed under or as a result of this Agreement. The entire risk as to any use of said data, conclusions or results, the design, development, manufacture, offering for sale, sale, or other disposition and performance of products is assumed entirely by the Client or such other party making such use, without any legal or equitable recourse to the University.
15) **Indemnity.** Each Party will indemnify and save harmless the other Party and, as applicable, its appointees, governors, directors, officers, employees, students, and agents against all costs, suits or claims on account of injuries (including death) to any person or to damage to property, caused by the willful or negligent act or omission of its personnel during the performance of this Contract. The Client shall indemnify and save harmless the University and its appointees, governors, directors, officers, employees, students, and agents against all cost, suit or claims by third parties arising from the use by the Client of any of the Service or provided or Deliverables developed pursuant to this Agreement.
16) **Use of Names.** Other than as set out in Section 9, neither Party will use the name of the other Party, or of any member if the other Party's personnel in any advertising or publicity without the prior written approval of the other party's authorized representative.

17) **Notices.** Notices under this Agreement will be sent to the Parties as set out in Schedule "A" or to such other person as a Party may designate in writing.
18) **Independent Parties.** The Parties are independent parties and nothing in this Agreement will constitute either Party as the employer, principal or partner of or joint venturer with the other Party. Neither Party has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other Party.
19) **No Assignment.** Neither Party may sell, assign, encumber, license or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
20) **Successors.** This Agreement binds and enures to the benefit of the Parties and their respective heirs, successors and permitted assigns.
21) **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario in Canada. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding will have no effect on the remaining provisions

of this Agreement, which will continue in full force and effect. Headings are used for convenience only and will not be used to interpret the provisions of this Agreement.

22) **Entire Agreement.** This Agreement and its Schedules constitute the entire agreement between the Parties and supersedes all prior agreements, oral or written, concerning the subject matter hereof. In the event of a conflict between these stated conditions and Schedules, the conditions of the main body of the Agreement shall take precedence. No change or modification to this Agreement will be valid unless it is in writing and signed by both Parties. Any additional, conflicting and/or preprinted terms and conditions of any Client request/purchase order, whether or not signed by the University, are null and void unless formalized as an amendment to this Agreement as set out herein.

23) **Execution.** This Agreement may be executed in counterparts, each of which are deemed to be an original, but all of which taken together shall constitute one and the same documents. Delivery of an executed signature page to this Agreement by electronic transmission is as effective as delivery of a manually executed copy of this Agreement.

IN WITNESS WHEREOF by signature of their respective authorized officers, the Parties agree to be bound by the terms of this Agreement.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO, AS REPRESENTED BY CAMILOD IN THE FACULTY OF DENTISTRY

Name: Morris Manolson
Title: Vice Dean, Research, Faculty of Dentistry, University of Toronto

University of Foggia

LORENZO LO MUZIO
23.01.2026
11:56:28
GMT+01:00

Name: Lorenzo Lo Muzio
Title: Rector, legal representative

Date January 22, 2026

SCHEDULE "A"

DESCRIPTION OF PROJECT, DELIVERABLES, BUDGET AND PAYMENT SCHEDULE

Service description

As indicated on the appended quote Q-26101, FFPE blocks will be delivered via Professor Magalhaes at the Faculty of Dentistry, adhering to UofT EHS regulations to the Histopathology Research Unit at CAMiLoD, Faculty of Dentistry, to prepare TMA blocks with 8-cores for 10x Genomics Xenium Analyzer kit. As noted on the quote Q-26101, service will include the procurement of the reagent kits from 10x Genomics, and the cost of H&E staining and slide scanning required for each slide to ascertain tissue quality prior to Xenium slide preparation. Any additional service provision and the corresponding cost will be communicated with the Client in writing in advance, to obtain approval before proceeding.

Deliverables

Preparation of TMA blocks: TMA blocks with 8-cores will be prepared in consultation with the Client to ensure the desired regions of interest are selected for the TMA cores. Additional sectioning, block preparation, H&E staining and slide scanning maybe required during this process and the corresponding cost will be communicated with the Client in writing to obtain approval before proceeding with the service provision. The exact number of TMA blocks are to be determined.

Xenium run: 10x Genomics Xenium Analyzer runs (5k Prime) will be performed with TMA blocks prepared as outlined above. Service will include the procurement of the appropriate reagent kits from 10x Genomics. Appended quote, Q-26101, reflects the estimated total charges for the service, including the cost of H&E staining and slide scanning required for each slide to ascertain tissue quality prior to Xenium slide preparation.

Data transfer: Upon completion of the Xenium runs, Xenium Analyzer data set (~50 GB/slide) will be shared via OneDrive or an alternative method of the Client's choosing.

Fees

The table below reflects the standard fees for the Xenium services. Please note that the Xenium Analyzer v1 Pre-designed Kit does not include cell segmentation. For comprehensive schedule for routine imaging and histology services please visit, https://www.camilod.ca/fees.

Service description (per block or slide)	**Amount (USD)**
Tissue microarray embedding: Preparation of 8-cores block (per block)	$1,350.00
10x Genomics Xenium Prime 5K Human Pan Tissue and Pathways Assay Kit* (per slide or rxn) includes: 5K Gene Expression Panel, Xenium Slide & Sample Prep Reagents, Decoding Reagents & Xenium Decoding Consumables	$9,550.00
10x Genomics Xenium Analyzer - Histology Service (per slide or rxn) includes: Tissue block sectioning, pre-Xenium H&E staining, slide scanning, section placement on Xenium slide(s) and deparaffinization.	$ 250.00

10x Genomics Xenium Analyzer 5k Prime - Molecular Biology Service (per slide or rxn) includes: Decrosslinking, Priming hybridization, RNase Treatment & polishing, Probe Hybridization, Ligation, Amplification, cell segmentation and Xenium Analyzer 5k Prime Run.	$2,250.00

*** Note:** The cost of the Xenium kit, if included on the quote, is based on the list price provided by 10x Genomics, and is subject to change in the event of additional customs, duties and/or tariffs that are applied upon receipt of the kit. The final invoice will be adjusted according to the actual cost of the kit.

Payment Schedule

Approved copy of the quote is required to confirm acceptance of the service. These documents are to be sent to the mailbox, ‘ camilod.info@utoronto.ca'. Upon receipt of the approved quote, the full quoted amount will be invoiced prior to starting the work. Upon issue of the invoice to the Client, payment will be due upon receipt.

Quotation

Company Address

The Collaborative Advanced Microscopy Laboratories of Dentistry
Faculty of Dentistry, University of Toronto
124 Edward St., Rm 482, Toronto, Ontario, M5G 1G6
https://www.camilod.ca/

Date January 20, 2026
Quotation # CAM-26101

Quotation For

Università degli Studi di Foggia
Via A.Gramsci 89/91
Codice fiscale: 94045260711
Partita IVA: 03016180717
PEC: protocollo@cert.unifg.it

Quotation valid until: February 20, 2026
Prepared by: Dhaarmini Rajshankar
Phone: 416-864-8490
Email: camilod.info@utoronto.ca

End user

Dr. Lorenzo Lo Muzio

Comments or Special Instructions

EXPERIMENT #3: FFPE blocks will be delivered via Magalhaes lab adhering to UofT EHS regulations to the Histopathology Research Unit at CAMiLoD, Faculty of Dentistry, to prepare TMA blocks with 8-cores (n = 10) for 5 sets of 10x Genomics Xenium Analyzer 5k Prime run with Human Pan Tissue and Pathways kit (10 slides; 10 rxns in total).

Description	Quantity (# of blocks or slides or rxns)	Unit Cost (per block or slide or rxn)	Taxable*?	Amount
Tissue microarray embedding: Preparation of 8 cores blocks	10	$ 1,350.00	No	$ 13,500.00
10x Genomics Xenium Prime 5K Human Pan Tissue and Pathways Assay Kit includes: 5K Gene Expression Panel, Xenium Slide & Sample Prep Reagents, Decoding Reagents & Xenium Decoding Consumables.	10	$ 9,550.00	No	$ 95,500.00
10x Genomics Xenium Analyzer 5k Prime - Histology Service (per slide) includes: Tissue block sectioning, slide preparation for Xenium Cassette v2 and deparaffinization.	10	$ 250.00	No	$ 2,500.00
10x Genomics Xenium Analyzer 5k Prime - Molecular Biology Service (per rxn) includes: Decrosslinking, Priming hybridization, RNase Treatment & polishing, Probe Hybridization, Ligation, Amplification, cell segmentation and Xenium Analyzer 5k Prime Run.	10	$ 2,250.00	No	$ 22,500.00

Subtotal	$ 134,000.00
Tax Rate	13.00%
TOTAL (in USD)	**$ 134,000.00**

Signature

Approver name

Date

TERMS (SEE APPENDIX FOR DETAILS):

- This quotation is prepared in **USD currency** for the goods and services listed above.
- Xenium kits (panels and consumables) required for the run(s) are included in this quote.
- Clients are kindly reminded to acknowledge "CAMiLoD, Faculty of Dentistry, University of Toronto, Canada (www.camilod.ca)" when publishing data from this project
- Please refer to the detailed 'Service Terms and Conditions' appended to this quote.

If you have any questions concerning this quotation, please contact:
camilod.info@utoronto.ca

We look forward to working with you soon!!

Service Terms and Conditions for Xenium Analyzer

Aligning with the policies of Collaborative Advanced Microscopy Laboratories of Dentistry (CAMiLoD) at the Faculty of Dentistry, University of Toronto, the terms below shall govern all 10x Genomics (Manufacturer) Xenium services provided to you ("End User") by CAMiLoD and as set out in the quote agreed to between you and CAMiLoD (the "quote"). These service terms and conditions take precedence over any terms and conditions which may be set out in a purchase order (PO).

1. *Biosafety compliance:*

The End User contracting the experiments/service outlined in the quote agrees to ensure compliance with University of Toronto biosafety and ethics policies, as well as material transfer requirements.

2. *Ownership of Intellectual Property (IP):*

The End User will own all biological related intellectual property (IP) arising from the study (including but not limited to expression profiles, prognostic markers, diagnostic markers, or outcome data). In experiments involving custom-design products, the End User will own the design of content and allow access by CAMiLoD. CAMiLoD shall retain all IP with respect to the procedures involved including any improvements to the protocols and technologies that may arise from the processing of the End User's samples. The Faculty of Dentistry (FoD) and CAMiLoD shall make no claim on any of the biological data generated from the work outlined in the quote.

3. *Confidential Information:*

CAMiLoD shall hold in confidence and not disclose or use for any purpose other than the service as set out in the quote any confidential Information provided by the End User. Confidential Information will be clearly marked as so by the End User.

4. *Performance Warranty:*

All samples provided to CAMiLoD by the End User will be subjected to a quality check by routine histological staining. If the quality/quantity of the sample is insufficient for the proposed work, CAMiLoD will inform the End User. CAMiLoD warrants that any experiments for which the samples were deemed of sufficient quality will provide results of acceptable quality as determined by the Manufacturer. If the results are found to not meet these standards, CAMiLoD will either repeat the experiment free of charge if the End User can provide more samples or invoice the portion on material and reagents but waive the processing fee for the failed experiment at the End User's request. However, CAMiLoD reserves the right to perform an RNA quality check of the samples, at additional cost to the End User, before repeating an experiment. Any samples deemed to be of insufficient quality and/or quantity will be returned at End User's request. CAMiLoD may elect to charge a fee for expenses related to sample preparation, quality checks and shipping fees for each returned sample. Any samples which were deemed of insufficient quality and/or quantity yet were requested to be processed by the End User, will not be covered under such warranty and CAMiLoD does not provide any guarantees with respect to results thereof.

5. *Payment:*

Approved copy of the quote and a PO are required to confirm acceptance of the service. These documents are to be sent to the mailbox, 'camilod.info@utoronto.ca'. Upon receipt of the approved quote and the

PO, the total amount will be invoiced prior to starting the work, unless the Xenium kit (Xenium slides, gene panels, decoding reagents, and consumables) is provided by the End User, in which case, the total amount will be invoiced upon completion of the services. Upon issue of the invoice to the End User, payment will be due, net 60 days.

6. Timelines and Service Support:

CAMiLoD will use all reasonable efforts to meet the timelines quoted. Support will be provided at the best effort during regular working hours of CAMiLoD between the hours of 8am and 4pm (Eastern Standard Time) on Monday through Friday, excluding statutory holidays in effect in the Province of Ontario, Canada.

7. Acknowledgment

Upon publication of the project, we kindly request that the source of this service (e.g., in the Materials and Methods or Results section) be acknowledged as the "CAMiLoD at the Faculty of Dentistry, University of Toronto, Canada (www.camilod.ca)". In addition, please notify us of your publication for the benefits of the research community.

8. Warranties:

Except as expressly provided above in section 3, FoD and/or CAMiLoD, its Directors, officers, employees, faculty and agents make no conditions, representations, warranties or agreements of any kind, whether direct, indirect, express, or implied, as to any matter whatsoever, including the condition, originality, or accuracy of data, conclusions, or products, whether tangible or intangible, conceived, discovered, or developed as a result of these services; or the ownership, merchantability, or fitness for a particular purpose of said data, conclusions or products.

9. Liabilities:

FoD and/or CAMiLoD shall not be liable for any direct, indirect, consequential, or other damages suffered by the End User or any others resulting from the use of the data, results or conclusions, or products conceived, discovered, or developed under or as a result of this Agreement. The entire risk as to any use of said data, conclusions or results, the design, development, manufacture, offering for sale, sale, or other disposition and performance of products is assumed entirely by the End User or such other party making such use, without any legal or equitable recourse to the FoD and/or CAMiLoD.