

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A SERVICE AGREEMENT WITH GRAIL, INC. FOR THE PROVISION OF CANCER SCREENING EXAMINATIONS FOR ELIGIBLE MEMBERS OF THE WEST MONROE FIRE DEPARTMENT IN FURTHERANCE OF THE CITY'S OBLIGATIONS UNDER LA R.S. 33:2581.4; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R.S. 33:2581.4 requires that certain firefighters employed by municipalities receive certain cancer screening examinations at no cost to the firefighter; and

WHEREAS, the City of West Monroe desires to ensure compliance with La. R.S. 33:2581.4 by providing appropriate cancer screening opportunities to eligible members of the West Monroe Fire Department; and

WHEREAS, GRAIL, INC. offers Galleri®, a multi-cancer early detection test, a blood-based screening test designed to detect signals associated with multiple types of cancer; and

WHEREAS, the City has reviewed the proposed Test Purchase Agreement and Purchase Addendum with GRAIL, Inc. governing the terms under which such testing services may be made available to eligible firefighters, and finds that the services to be provided thereunder are available at a reasonable cost to the City, that entering into such agreement is in the best interest of the City, and will assist the City in complying with La. R.S. 33:2581.4.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a services agreement with GRAIL, Inc. for the provision of multi-cancer early detection testing services for eligible members of the West Monroe Fire Department, a copy of which agreement is attached as Exhibit "A."

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized

to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute, and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the agreement, the nature of the services performed, and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 17th day of March, 2026, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 17TH DAY OF  
MARCH, 2026

\_\_\_\_\_  
ANDREA PATE, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
STACI ALBRITTON MITCHELL, MAYOR  
CITY OF WEST MONROE  
STATE OF LOUISIANA

**GRAIL, INC.  
TEST PURCHASE AGREEMENT**

This Test Purchase Agreement (the "Agreement") is made effective as of the last date of 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 the City of West Monroe, having a principal place of business at 2305 North 7<sup>th</sup> Street, West Monroe, Louisiana 71291 ("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<sup>®</sup>, 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 Privacy Protections.**

a) 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 (“PHI”) (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. GRAIL shall only collect, use, and disclose PHI as outlined in GRAIL’s HIPAA Notice of Privacy Practices available at <https://grail.com/hipaa/>. The Parties will maintain records and data related to its obligations under this Agreement in accordance with applicable laws.

b) To the extent applicable and except as otherwise provided in Section 2.1(c) of this Agreement, in the event GRAIL receives or otherwise processes any personally identifiable information from or on behalf of Company that is not PHI, such as an eligibility or marketing file/list, the Parties agree that the Data Protection & Information Security Addendum set forth at <https://grail.com/dpa/> in effect as of the Effective Date (“DPA”), which is incorporated by reference, will apply.

c) To the extent applicable, if Company offers the Test as part of an employee welfare benefit plan that is subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) and that qualifies as a “health plan” (as defined under HIPAA) the Parties agree that the Data Privacy & Information Security Addendum for ERISA Health Plans set forth at <https://grail.com/erisadpa/> in effect as of the Effective Date, (“ERISA DPA”), which is incorporated by reference, will apply.

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, who are subject to confidentiality obligations by law, professional duty, or written 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; provided, however, that the Recipient shall not be required to return or destroy records that it is required to retain under applicable law or records retention policies, and may retain one archival copy of legal compliance purposes. Notwithstanding the foregoing, Company is a public entity subject to the Louisiana Public Records Law, the Louisiana Open Meetings Law, and applicable public records retention laws. Nothing in this Agreement shall be construed to require Company to withhold information required to be disclosed by law, to enter into separate written confidentiality agreements with its elected officials, employees, legal counsel, auditors, or other representatives acting within the scope of their official duties, or to return or destroy records that Company is required by law to retain.

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, (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; or (f) information that is required to be disclosed pursuant to applicable law, regulation, public records request, subpoena, court order, or other governmental authority.

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; provided, however, that the Recipient shall not be required to challenge, refuse, or delay compliance with any lawful public records request or other legal requirement applicable to a public entity.

#### **4.0 Indemnification and Limitation of Liability**

4.1 **Indemnification.** Each Party hereby agrees to defend, hold harmless and indemnify the other Party 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 the indemnifying Party or its officers, directors, employees, agents, or representatives of its obligations under this Agreement, (b) the, gross negligence or willful misconduct of the indemnifying Party or its officers, directors, employees, agents or representatives in the performance of its obligations under this Agreement, or (c) any failure by the indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligation under this Agreement

4.2 **Indemnification Procedure.** To be eligible to be indemnified hereunder, the indemnified Party will provide the indemnifying Party 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 the indemnifying Party will not enter into any settlement that admits fault, wrongdoing or damages without the indemnified Party's written consent. The indemnified Party 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 the indemnifying Party.

4.3 **Limitation of Liability.** THE LIABILITY AND OBLIGATIONS OF GRAIL, AND THE REMEDIES OF COMPANY, UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO REPEATING ANY LABORATORY TESTS FOR WHICH A RESULT CANNOT BE GENERATED OR, AT THE SOLE OPTION OF GRAIL, NOT BILLING COMPANY FOR SUCH LABORATORY TESTS. ANY CLAIMS BY COMPANY REGARDING THE LABORATORY TESTS MUST BE REPORTED IN WRITING TO GRAIL WITHIN NINETY (90) DAYS AFTER THE DISCOVERY THEREOF, AND IN ANY EVENT WITHIN THE APPLICABLE STATUTE OF LIMITATIONS UNDER LOUISIANA LAW, OR SUCH CLAIMS WILL BE DEEMED WAIVED. 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. GRAIL'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED TWO (2) TIMES THE FEES PAID BY COMPANY TO GRAIL UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 4.1, PROVIDED THAT SUCH OBLIGATIONS SHALL NOT EXCEED THREE (3) TIMES THE FEES PAID BY COMPANY TO GRAIL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM; (B) BREACHES OF CONFIDENTIALITY; OR (C) A PARTY'S GROSS NEGLIGENCE OF WILLFUL MISCONDUCT.

4.4 GRAIL shall maintain commercially reasonable general liability, professional liability, and cyber liability insurance coverage and shall provide certificates of insurance upon request.

#### **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 (7<sup>th</sup>) 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 (3<sup>rd</sup>) 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:  
City of West Monroe  
2305 North 7<sup>th</sup> Street  
West Monroe, Louisiana 71291  
Attn: HR & Lance Smithson  
Email: wmlhr@westmonroe.la.gov  
lsmithson@westmonroe.la.gov

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.**

**CITY OF WEST MONROE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## 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 the City of West Monroe ("Company") and GRAIL, Inc. ("GRAIL") effective as of the last date of 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) ("First Responders") and any spouses of the foregoing to whom Company chooses to make the Test available ("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. If Company will provide third party healthcare professionals for Test request review and ordering and delivery of results as described in Section 1.8, then "Healthcare Professional" as used in this Section 1.4 shall mean such Company-provided third-party healthcare professionals.

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, Lance Smithson, 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 delivery of results and/or phlebotomy services for Specimen collection. In such cases, Company will be solely responsible for acts and omissions of such service providers, GRAIL will have no responsibility for such service providers and disclaims any liability resulting from performance of such service providers, and Section 1.2 and 1.7 will not apply. 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. For example, for a 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 for which Company is responsible for payment of the Test price or any portion thereof; and for TRFs marked as "Patient Self-Pay," GRAIL will invoice patients directly for the Test price or any portion thereof for which patient is responsible.

(a) If Company is providing healthcare professionals for any review, ordering, and delivery of results, Company will ensure that Company-provided healthcare professionals are required to: (i) read any educational materials, labeling, and product information, which includes, among other information, a description of the Test and its instructions for use, warnings, risks, benefits and limitations, and attend any educational training made available or required by GRAIL (which may be performed remotely); (ii) utilize his/her own medical and clinical judgment in determining whether to order the Test and be in complete and exclusive control of all such medical judgments; and (iii) conduct all aspects of the Test ordering and results reporting in accordance with the highest standards of medical practice and all applicable law.

(b) If Company is providing any phlebotomy services for Specimen collection or each Test for which Company collects the Specimen, Company will ensure a Specimen is drawn by a

phlebotomist with the applicable qualifications, licenses and/or certifications, as required by applicable law, and packaged and shipped in accordance with GRAIL's instructions. Company will ensure that a completed TRF is included with each Specimen.

**2.0 Payments; Schedule**

2.1 Payment: For each Test, GRAIL will process the Test and provide a Test results report for a charge of \$649 per Test. It is understood that for Tests ordered for Eligible Participants who are active and retired First Responders, Company will be responsible for the full Test price of \$649. It is further understood that for Tests ordered for Eligible Participants who are 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 for which Company is responsible for payment of the Test price or any portion thereof. GRAIL will invoice Users who are responsible for payment of the Test price or any portion thereof 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 if it is responsible for payment of the Test price or any portion thereof will pay such amount for each Test even if the Test results report is delivered after the termination of this Purchase Addendum No. 1.

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.**

**CITY OF WEST MONROE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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