Grant Number: 70647

SERVICES AGREEMENT

This Services Agreement (this "Agreement"), dated as of the last date of signature hereof (the "Effective Date"), is made by and between Schering Corporation, acting through its Schering-Plough Research Institute division, having a business address of 2000 Galloping Hill Road, Kenilworth, New Jersey 07033 ("SPRI") and THERANOS having a business address of 3200 Hillview Avenue, Palo Alto, California 94304 ("Provider") for services to be performed by Provider.

In consideration of Provider's engagement hereunder, the parties hereto agree to the following terms and conditions:

1. Project. Provider will provide to SPRI services including but not limited to Comprehensive validation of the Theranos cytokine panel under FDA/ICH guidelines-Schering Plough 001 as further described in Attachment C (invoice)(the "Project") in accordance with the terms of this Agreement. Provider will perform the Project for SPRI during the Term (as defined below) of this Agreement at such times as are reasonably available to Provider and in response to SPRI's needs.

2. Term. The anticipated Project start shall be April 15, 2009 and the anticipated Project completion shall be May 1, 2009 ("Project Term"). The Agreement, unless earlier terminated in accordance with Section 4, shall terminate at the end of the Project Term. The Project Term may be extended or modified by written agreement between SPRI and Provider.

3. Termination. This Agreement or any Project services to be performed hereunder shall be immediately terminable at any time by SPRI upon ten (10) days' written notice to Provider. Upon the delivery of such notice by SPRI, Provider shall immediately cease work on the Project, deliver to SPRI all work in progress, and return all Confidential Information (as defined in Section 6) with respect thereto. Upon termination, SPRI's sole obligation to Provider shall be to pay any monies due and owing up to the time of termination for Project services properly performed and all reasonable expenses properly incurred. In the event that any up-front payments have been made, those payments will be prorated for actual work performed and the remaining amount will be refunded to SPRI.

4. Payment Terms. SPRI will pay Provider a one time payment of $279,000 USD for the Project. In addition, Provider shall be reimbursed for all pre-approved reasonable and customary travel expenses, if any, incurred in the performance of the Project for SPRI. Requests for payment for Project and any other approved reimbursements shall be submitted upon signature of contract on detailed invoices, with original supporting documentation attached. All reimbursements will be subject to SPRI's Reimbursement Policy (the "Reimbursement Policy"), which is set forth as Attachment A hereto. The total payment for Project services rendered and any other approved reimbursements shall not exceed two hundred seventy nine thousand U.S dollars ($279,000). All

undisputed and properly documented invoices will be paid by SPRI within forty-five (45) days of receipt.

5. Audits.

A. Provider shall prepare and maintain during the Project Term and for a reasonable time afterward complete, accurate written records, accounts, notes, reports and data relating to the Project. SPRI or its authorized representatives shall have the right to audit financial documentation relating to the Project to verify amounts billed under this Agreement. "Pass-through" costs (i.e., direct third party costs that may be billed to SPRI) shall not include any overhead or profit and must be supported by original invoices (not merely itemized or referenced in a billing). SPRI's representatives may visit Provider's facility at reasonable times and with reasonable frequency during normal business hours to observe the progress of the Project and the Project's compliance with the terms of this Agreement. Provider will assist SPRI in scheduling such visits. During these visits, SPRI's representatives may examine the reports containing the results of all quality assurance inspections performed by Provider with respect to the Project and to examine the controls and procedures used by Provider in the performance of such quality assurance inspections.

B. Provider agrees to notify SPRI within twenty-four (24) hours in the event that the FDA or any other regulatory authority notifies Provider of a pending inspection/audit that concerns the Project or Provider's ability to perform the type of services needed for the Project. In addition, Provider will forward to SPRI any written communication received as a result of the inspection/audit within twenty-four (24) hours of receipt of such communication and agrees to allow SPRI to assist in responding to any citations. Such responses shall be made within two (2) weeks of issuance of any citation or within any deadline set by the issuing regulatory authority. Provider shall also provide to SPRI copies of any documents provided to any inspector or auditor. In the event the FDA or other regulatory authority requests or requires any action to be taken to address any citations, Provider agrees, after consultation with SPRI, to take such reasonable action as necessary to address such citations, and agrees to reasonably cooperate with SPRI with respect to any such citation or action taken with respect thereto.

6. Confidential Information.

A. During and for a period of five (5) years after the term or early termination of this Agreement, Provider shall retain in confidence all proprietary data and/or information obtained from SPRI or generated pursuant to the Project and any other information or material disclosed under secrecy agreements previously entered into between the parties related to the Project ("SPRI Confidential Information").

B. During and for a period of five (5) years after the term or early termination of this Agreement, SPRI shall retain in confidence Provider's proprietary business information marked as "confidential" when provided in tangible form and when disclosed otherwise such disclosure being identified as confidential at the time of disclosure, confirmed in writing and marked "confidential" by Provider within thirty (30) days of disclosure ("Provider Confidential Information"). Provider shall endeavor to identify both verbal and tangible Provider Confidential Information provided to SPRI as "Confidential" given the understanding that failure to do so does not constitute a

designation of non-confidentiality if a reasonable person would consider such document or disclosed information to be confidential based on the nature of such information and circumstances of disclosure.

C. The above restrictions in paragraphs 6A and 6B shall not apply to SPRI Confidential Information or Provider Confidential Information (collectively referred to as "Confidential Information"):

(i) which is or becomes public knowledge (through no fault of receiving party); or

(ii) which is lawfully made available to receiving party by an independent third party owing no obligation of confidentiality to transmitting party with regard thereto (and such lawful right can be properly demonstrated by receiving party); or

(iii) which is already in receiving party's possession at the time of receipt from transmitting party (and such prior possession can be properly demonstrated by receiving party); or

(iv) which is published in accordance with the express terms of this Agreement; or

(v) which is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by receiving party.

D. To permit transmitting party an opportunity to intervene by seeking a protective order or other similar order, in order to limit or prevent disclosures of Confidential Information, receiving party shall promptly notify transmitting party, in writing, if it is requested by a court order, a governmental agency, or any other entity to disclose Confidential Information in receiving party's possession and thereafter receiving party shall disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by transmitting party.

E. Subject to applicable federal, state or local legal and regulatory requirements, receiving party agrees to promptly return to transmitting party, upon its request, all Confidential Information obtained from transmitting party or belonging to transmitting party pursuant to this Agreement; provided, however, that receiving party may retain one copy of Confidential Information in a secure location for purposes of identifying receiving party's obligations under these confidentiality provisions.

F. Receiving party shall limit disclosure of Confidential Information received hereunder to only those of its (i) representatives, agents and officers bound by a written agreement with terms equivalent to or more stringent than this Agreement, and (ii) employees (collectively, "Agents")

who are directly involved with the Project and only on a need to know basis for use on the Project. Receiving party shall advise its Agents upon disclosure to them of any Confidential Information of the proprietary nature thereof and the terms and conditions of this Agreement and shall use all reasonable safeguards to prevent unauthorized use or disclosure by such Agents. Receiving Party shall be responsible for any breach of these confidentiality provisions by its Agents.

G. Receiving party acknowledges and expressly agrees that any disclosure of Confidential Information in violation of this Agreement will be detrimental to transmitting party's business and cause it irreparable harm and damage. In accordance with applicable law and in addition to any other rights and remedies provided herein, transmitting party is entitled to seek equitable relief by way of injunction or otherwise.

7. Publication. Provider agrees that it will not, without the prior written permission of SPRI, use information and data received by it or generated pursuant to the Project for any purpose other than in carrying out this Agreement. Provider further agrees not to submit for publication any paper containing information and data received by it or generated pursuant to the Project without the prior written permission of SPRI's legal department. Neither party may use the name of the other party in any publicity or advertising nor issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of the other party.

8. Representations and Warranties of Provider. Provider warrants and represents that: (i) Provider has the authority to execute this Agreement; (ii) Provider is not a party to any oral or written contract or understanding with any third party that will in any way limit or conflict with its ability to fulfill the terms of this Agreement; (iii) Neither Provider nor its representatives or employees involved with the Project have been debarred pursuant to the Federal Food, Drug and Cosmetic Act, or excluded from a federal health care program; (iv) Provider has insurance sufficient to cover Provider's obligations and any liability assumed by Provider under this Agreement and shall produce proof of such insurance within thirty (30) days of SPRI's request. (v) Provider will not enter into any oral or written contract or understanding with any third party that will in any way limit or conflict with its ability to fulfill the terms of this Agreement; (vi) Provider will promptly inform SPRI in writing of any event or circumstance that could reasonably affect its ability to perform hereunder in the manner contemplated by SPRI; (vii) all Project services shall be performed in a professional and workmanlike manner and will be in compliance with applicable laws, rules, and regulations; (viii) Provider shall replace or reperform, any of the Project materials, items furnished or Project services that are found to be defective without additional cost to SPRI; (ix) Provider shall neither disclose to SPRI nor induce SPRI to use any secret or confidential information or material belonging to any third party; and (x) all Project work product created under this Agreement shall be original work of Provider or in the public domain and shall not infringe any copyright, trademark, trade secret, patent or other intellectual property right of any third party.

9. Intellectual Property.

A. All concepts, inventions, ideas, patent rights, data, reports, trademarks, copyrights and other intellectual property rights that are related to or arise out of or in connection with the Project,

Provider's work product, or any and all services performed by Provider pursuant to this Agreement (collectively, the "Project Intellectual Property") will be the exclusive property of, and all ownership rights shall vest in, SPRI or SPRI's designee. All Works Made for Hire as defined in the U.S. Copyright Act, as amended, and all other copyrightable works are deemed, upon their creation, to be assigned to SPRI. Provider warrants that it has the authority to assign or cause the assignment of all Project Intellectual Property to SPRI and further agrees to sign all necessary documents or take such other actions as SPRI may reasonably request in order to perfect any and all such rights.

B. Notwithstanding the foregoing, Provider shall retain sole and exclusive ownership of all right, title and interest to and in its proprietary information, templates, processes, methodologies, inventions, patents, know-how and software owned or licensed by it as of the Effective Date, and all derivative works based upon an improvement to any of the foregoing, provided that the derivative works or improvements (i) are of general application, (ii) do not contain any, or are not developed using any, SPRI Confidential Information or other specific information about or relating to SPRI or its products, processes, plans or finances, and (iii) were discovered, created or developed solely by Provider without assistance from SPRI during Provider's provision of services for the Project for SPRI (all of the foregoing, the "Provider Intellectual Property"). To the extent Provider Intellectual Property is necessary for the use of the Project or deliverables provided under this Agreement, Provider grants to SPRI for the benefit of SPRI and its affiliates, agents, successors, permitted assigns and contractors the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license to Provider Intellectual Property for SPRI's use of the Project or deliverables.

10. No Employment Relationship. Provider understands and agrees that in its relationship with SPRI hereunder, Provider is not an employee of SPRI but, instead, Provider is acting in the capacity of an independent contractor and has no authority to represent or act on behalf of SPRI. Provider understands and agrees that it is not entitled to participate in any of the employee benefit plans of SPRI or any of its affiliates, including but not limited to any group health insurance plans, retirement plans, 401(k) savings plans, or stock incentive plans. Provider further understands and agrees that, if it is found to be a common law or statutory employee by (i) the Internal Revenue Service; (ii) any other taxing authority; (iii) any regulatory authority; or (iv) a court of law, then Provider hereby waives any right of eligibility that might thereby accrue to Provider to participate in the aforesaid benefit plans of SPRI. Provider hereby acknowledges that Provider is solely responsible for the payment of any and all taxes, including any quarterly estimated payments, applicable to Provider's performance hereunder.

11. Indemnification and Liability.

A. SPRI Indemnification of Provider. SPRI agrees, at its own cost and expense (including its attorney's fees), to indemnify, defend and hold harmless Provider and its affiliates, and their respective officers, directors, and employees from and against all liabilities, losses, costs, expenses, and damages that are brought or instituted against Provider by any independent third party (collectively "Provider Claim") to the extent that such Claim is based on or arises out of Provider's performance of the Project except to the extent such Claim arises from or out of the

negligence or willful misconduct of Provider or Provider's failure to comply with the terms of this Agreement.

B. Provider Indemnification of SPRI. Provider agrees, at its own cost and expense (including its attorney's fees), to indemnify, defend and hold harmless SPRI and its affiliates, and their respective officers, directors, and employees from and against all liabilities, losses, costs, expenses and damages that are brought or instituted against SPRI by any independent third party as a result of Provider's negligence, willful misconduct or Provider's failure to comply with the terms of this Agreement (collectively "SPRI Claim").

C. Conditions of Indemnification for a Provider Claim and a SPRI Claim (collectively "Claim"). As one of the conditions to indemnification under this Agreement, a party seeking indemnification agrees to notify the other party in writing within ten (10) days of becoming aware of any Claim made, brought or instituted against it; provided, however, that the failure to timely give such notification shall not preclude a party's right to indemnification if such failure to notify does not materially adversely affect the indemnifying party's ability to defend against such Claim. A party seeking indemnification shall cooperate fully in assisting the indemnifying party with respect to gathering information concerning the time, place, and circumstances of the Claim and in obtaining the names and addresses of the injured parties and all available witnesses. The party seeking indemnification agrees to cooperate with and to authorize the indemnifying party to carry out sole management and defense of the Claim, unless the party seeking indemnification waives all of the other party's indemnification obligations under this Agreement. An indemnified party shall not compromise or settle any Claim without the prior written approval of the other party and an indemnifying party shall not admit the fault of an indemnified party without that party's written consent.

D. Limitation of Liability. Under no circumstances will either party be responsible under this Agreement for any indirect, incidental, special, exemplary, or consequential damages resulting from either party's performance or failure to perform under this Agreement.

12. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with New Jersey law without regard to its conflict of law principles. It is understood and agreed that both parties hereby submit to the exclusive jurisdiction of New Jersey state and federal courts.

13. Assignment. Provider shall not assign this Agreement to any person, firm, partnership, corporation or other entity (including by operation of law, judicial process or otherwise) without the prior written consent of SPRI, which consent may be withheld for any reason. SPRI shall be entitled to assign this Agreement to any of its subsidiaries or affiliates (including by operation of law, judicial process or otherwise) without the prior written consent of Provider.

14. Subcontracting. Provider shall not subcontract any services to be provided hereunder without the prior written consent of SPRI. Any permitted subcontractor shall be bound by a written

agreement with terms consistent with the terms of this Agreement. SPRI shall have the right to review and approve any such subcontract.

15. Survival. The terms and conditions of Sections 5, 6, 7, 8(vii), 8(viii), 8(x), 9, 11, 12, 15 and 17 shall survive the termination or expiration of this Agreement.

16. Waiver and Severability. If any term or condition of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by a party hereunder, shall be held illegal, invalid or unenforceable, the remaining terms and conditions of this Agreement shall not be affected thereby and such terms and conditions shall be valid and enforceable to the fullest extent permitted by law. Failure on the part of a party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time or times thereafter.

17. Data Privacy and Security Requirements. If Provider Processes Personal Data (as such terms are defined in Attachment B) pursuant to the Project, Provider shall comply with the terms set forth in SPRI's Data Privacy and Security Requirements, attached hereto as Attachment B, whenever Provider Processes Personal Data. Provider agrees that it will, to the extent required by applicable law, obtain an appropriate consent from any individual for whom Provider will disclose Personal Data to SPRI for SPRI to use as needed for the Project and any related health authority or regulatory inspection or request.

18. Adverse Events. During the course of the performance of the Project, Provider shall report to SPRI immediately by telephone and subsequently in writing any observable adverse event ("AE") that occurs or is detected by Provider personnel during data or specimen evaluation. An AE is defined as any observation or event suggesting significant risk for human subjects, including but not limited to death, life threatening conditions, and serious end organ toxicity, including hematological, renal, hepatic, cardiovascular and central nervous system findings.

19. Notices. Whenever any notice is to be given hereunder, it shall be in writing to the appropriate party at the address indicated below, or at such other place or places as either party may designate in a written notice to the other. Such notice shall be made via (i) recognized commercial overnight carrier (return receipt requested), (ii) registered or certified first class United States mail, postage prepaid, return receipt requested or (iii) personal delivery and shall be deemed to have been received upon receipt.

To Provider: THERANOS
3200 Hillview Avenue, Palo Alto, California, 94304

Attn.: Carolyn Balkenhol

To SPRI: Schering-Plough Research Institute
2000 Galloping Hill Road
Kenilworth, New Jersey 07033

20. Entire Understanding. No term, condition or other provision of any attachment or addenda to this Agreement shall supersede any term, condition or other provision of this Agreement other than the Reimbursement Policy that is incorporated into this Agreement, and with respect to any inconsistency or ambiguity, this Agreement and the Reimbursement Policy shall control. This Agreement represents the entire understanding of the parties and hereby supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the services to be performed. This Agreement may only be amended by a written instrument signed by an authorized representative of both parties.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by duly authorized representatives, as of the last date written below.

THERANOS	SCHERING CORPORATION, acting through its Schering-Plough Research Institute division
By:	By:
Name: Elizabeth Holmes	Name: James McLeod
Title: President & CEO	Title: VP, SCREEN
Date: 29 April 2009	Date: 29-April-2009

Version date: 12 DEC 2008

ATTACHMENT A

REIMBURSEMENT POLICY

In accordance with SPRI's standard policies and procedures, the following are types of expenses for which SPRI will not reimburse, unless expressly agreed to in a prior writing by the parties:

- Commuting expenses to and/or from your place of business or residence (excluding transportation costs to and/or from the airport for SPRI-requested business)
- Add-on costs with respect to outside services, including but not limited to mark-up for the work product of outside professionals, including but not limited to freelancers
- Meals (except during travel periods in connection with the services rendered to SPRI). For this exception, reasonableness shall be measured at US rates of $50 for dinner and $25 each for breakfast and lunch, tax and tip included in all cases
- Administrative and/or overhead percentages
- Agency presentations for new business
- Business-class air travel. Business-class air travel is only reimbursable if approved in writing in advance by the area Vice President

The following types of expenses are not reimbursable:

- First-class air travel
- Mark-up on any out-of-pocket expenses
- Gifts to SPRI's employees
- Entertainment of SPRI's employees
- Travel time

Note: This list sets forth the major items for which SPRI will not reimburse you and is meant to be merely illustrative and not exhaustive. All your expenses shall be reviewed with respect to the reasonableness of such expenses.

All domestic travel arrangements within the US (air, train, hotels, rental cars, etc.) must be made through SPRI's Travel Services. Effective for all airline or train tickets issued the required documentation to be included in support of expense reimbursement will be the final emailed itinerary/invoice issued by Travel Services at the time of ticket issuance **and** the original used boarding pass(es). These documents must be attached to your request for reimbursement when submitted.

ATTACHMENT B

DATA PRIVACY AND SECURITY REQUIREMENTS

A. Definitions

1. "Personal Data" means any information Processed as a result of the services performed under this Agreement that can be used to identify, locate, or contact an individual, including, but not limited to: (a) first and last name; (b) home or other physical address; (d) telephone number; (c) email address or online identifier associated with an individual; (e) social security number or similar identifier; (f) personally identifiable employment, financial, or health information; or (g) any other information relating to an individual that is combined with any of the above.

2. "Processing" (including its cognate, "process") means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, including, but not limited to, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deleting, erasure, or destruction.

3. "Data Security Breach" means: (a) the loss or misuse (by any means) of Personal Data; (b) the inadvertent, unauthorized, and/or unlawful Processing, corruption, transfer, or sale or rental of Personal Data; or (c) any other act or omission that compromises the security, confidentiality, or integrity of Personal Data.

4. "Technical and Organizational Security Measures" means measures commensurate with the types of Personal Data being Processed aimed at preventing a Data Security Breach, including but not limited such breach resulting from or arising out of Provider's Processing or other transmission of Personal Data, whether between or among Provider's Affiliates, or any other person or entity acting on behalf of Provider.

5. "Company" means any Company entity or Affiliate on behalf of which Provider Processes Personal Data pursuant to this Agreement.

6. "Affiliate" means any entity which controls, is controlled by, or is under common control with a party to this Agreement. "Control" being the direct or indirect ownership of more than fifty percent (50%) of the stock, shares or interests entitled to vote for election of directors or other governing body of the entity or otherwise having the ability to direct the management and policies of such entity.

B. Obligations

To the extent Provider Processes Personal Data as a result of the services performed under this Agreement, Provider agrees to comply with each of the following terms:

1. Protect all Personal Data from any use or transfer that is not authorized by Company.

2. Use reasonable and appropriate Technical and Organizational Security Measures on such Personal Data including physical and electronic safeguards.
3. Use or transfer Personal Data only on the instruction of Company, in accordance with this Agreement and all applicable privacy and data protection laws and for no other purpose.
4. In the event of a Data Security Breach: (a) notify Company as soon as Provider becomes aware but no later than three (3) business days; (b) assist and cooperate with Company at Provider's cost and expense concerning any disclosures to affected individuals, government or regulatory bodies; (c) and undertake other appropriate remedial measures as reasonably requested by Company or as required under any privacy or data protection laws.
5. Return or destroy (at the election of Company), all Personal Data subject to this Agreement, upon the expiration or earlier termination of this Agreement, or when there is no longer any legitimate business need to retain such Personal Data, or otherwise on the instruction of Company, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction.
6. Provider will not disclose Personal Data to any third party (including, but not limited to, Provider's Affiliates and any person or entity acting on behalf of Provider) unless with respect to each such disclosure: (a) the disclosure is necessary in order to carry out Provider's obligations under this Agreement; (b) such third party is bound by the same provisions and obligations set forth in this Agreement; (c) Provider has received Company's prior written consent (such consent is not required for disclosures to Affiliates); and (d) Provider shall remain responsible for any breach of the obligations set forth in this Agreement and any violation of any privacy or data protection law by such third party to the same extent as if Provider caused such breach or violation.
7. Not transfer Personal Data from any jurisdiction to any other jurisdiction (the EEA constituting a single jurisdiction for this purpose) unless Provider uses reasonable and appropriate Technical and Organizational Security Measures for such transfer and storage in the new location.
8. Allow for Company to conduct onsite inspections and/or audits (upon reasonable advance notice) of Provider's Technical and Organizational Security Measures, and Provider agrees to cooperate with Company regarding such inspections or audits.

Version Date: 19 NOV 2008

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Invoice #	SP09001
Invoice date	April 29, 2009

Purchase Order #	
Agreement Date	

Theranos, Inc
3200 Hillview Avenue
Palo Alto, California 94304
Tel: (650) 838-9292
Fax: (650) 838-9165

Bill To: Schering-Plough Research Institute
1011 Morris Avenue
Mail Location U-13-3000
Union, New Jersey 07083

Attn: Jim McLeod
Early Clinical Research and Experimental Medicine

James McLeod
VP, ECERM
30 April 2009

Quantity	Description	Rate	Amount
	Data delivery, client infrastructure and 24x7 customer care support		included
	Distribution, trial definition/project management, services configuration/software customization (TheranOS), analytics, and Schering-Plough-specific secure back-end database and server infrastructure		included
	Set up and infrastructure, Real-time and multiplexed analysis - 2,790 multiplexed cartridges (CRP, IL-6, TNF-α) at $100 per cartridge ($33 per analyte including time, technicians, readers, and other materials)	(Laboratory discount pricing)	$279,000
	Use of Theranos Systems is governed by Theranos Terms of Service, attached to this invoice.		

PAYMENT DUE UPON RECEIPT. Late payments shall incur interest at the rate of 1.5% per month until paid in full. All such interest shall be due and payable on demand.	Subtotal	$279,000
	Sales Tax	0.00
	Total	$279,000
	Prepayment	0.00
	Balance Due	$279,000

Wire Transfer Instruction
Bank: Comerica Bank, 226 Airport Parkway, Suite 100 San Jose, CA 95110
Swift code: | Routing Number: Account Number

All costs described herein are in U.S. currency. Payments made to THERANOS will be made in U.S. currency.

These payment terms expire May 1, 2009, if this agreement is not executed in full by that date.

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KEY PROJECT OBJECTIVE

Comprehensive validation of the Theranos cytokine panel under FDA/ICH guidelines, according to attached Full Validation Protocol. Project 'success' criteria include analysis of blinded samples provided by Schering-Plough.

PROJECT PARAMETERS

Project	Schering-Plough - 001
Cartridge Analytes	Multiplexed Cartridge: CRP, IL-6, TNF-α
Sample Types	Archived Samples – Plasma, whole blood
Sites (Number) – Location	(1) – Theranos
Number of Blinded Samples for Validation	30 (minimum 5mL per blinded sample)
Number of Cartridges	2,790
Number of Readers	10
Localization/Languages for Translation	None (English Only)
Touch Screen Interface Questions/Customization	None
Data Infrastructure	Configure a secure Schering-Plough-specific data infrastructure
Expected Start Date	May 1, 2009
Expected End Date	TBD
Total Duration of Services	TBD (the "Term")

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Theranos™ System Full Validation Protocol: (hs)CRP, IL-6, TNF-a multiplex

References/Background

- ICH Q2 (R1) "Validation of Analytical Procedures"
- FDA CDER "Bioanalytical Method Validation"
- Binodh DeSilva et al. Recommendations for the Bioanalytical Method Validation of Ligand-binding Assays to Support Pharmacokinetic Assessments of Macromolecules. J. *Pharmaceutical Research, Vol. 20:1885-1900 (2003)*
- Previous programs for development of diagnostic systems undergoing regulatory approval

Generally recommended parameters for investigation

1. Calibration Curve
2. Accuracy
3. Precision
4. Specificity
5. Quantitation limit
6. Linearity
7. Range
8. Stability

Reference methods

Proposed reference method for each assay --TNF-alpha, IL-6 and CRP (both high and low sensitivity) -- is R&D Systems kits. Performance specifications are included in the Cartridge Inserts in each Cartridge box.

Proposed analysis

Detailed analysis protocols will be sent prior to evaluation initiation.
The calibration curve (1) can be assessed using 8 points (one blank, one zero spike and 6 spikes at levels, including LOQ's) in triplicate on each instrument. This can be done over three days (not necessarily consecutive) to generate data on reliability.

For accuracy (2), precision (3), and specificity (4), we recommend using 10 instruments and 120 cartridges per instrument. 20 cartridges will be run at each of the LLOQ, medium range and ULOQ levels for each sample type (plasma & whole blood). This will yield a strong dataset for statistical analysis of accuracy, precision and specificity.

For quantitation limit (5) verification, one can run 6 levels of spiked plasma around the stated limits of quantitation. We propose testing three levels above and three below the LLOQ and ULOQ, respectively, in triplicate on each instrument.

For linearity (6), we recommend using plasma and spiked analytes and testing 5 levels in triplicate on each instrument.

For range (7), we recommend testing 6 points around the claimed LLOQ and ULOQ to gauge response at the boundaries of the assay(s). This will also be done in triplicate on all instruments.

For stability (8), we test under 2-8°C conditions, for time points 0, 1, 2, and 3 months and run tests in triplicate at each of the LLOQ, mid-range and ULOQ levels of the assay(s). We recommend using plasma for these experiments as it can be stored for the duration of testing.

NOTE: The aforementioned numbers assume statistical significance for three analytes as each cartridge is multiplexed. The processing requirement is for each sample tested to contain a mix of all three analytes to be measured, in known quantities. Such samples may include archived clinical samples, spiked samples, or may be purchased. Each cartridge requires ~20uL of sample.

Summary of runs per instrument to achieve statistical significance

Calibration Curve	Accuracy/Precision					
In plasma	In plasma			In whole blood		
8 point calibration	At Mid-range	At LLOQ	At ULOQ	At Mid-range	At LLOQ	At ULOQ
72	20	20	20	20	20	20

Linearity	Range around Limits		Stability (3months)		
In plasma	In plasma		In plasma		
	at LLOQ	at ULOQ	At Mid-range	At LLOQ	At ULOQ
15	18	18	12	12	12

Estimated schedule

Standard Theranos instrument run-time will be accelerated for this program.
Total number of cartridges provided will be 2,790 of the TNF-alpha, IL-6, CRP multiplex. Up to 10 additional instruments will be shipped. The total expected runtime (not including sample load, reference testing and the stability duration) is around 1 month. The total human capital commitment will only be 5 days over the entire program duration as it only takes up to 10 minutes to prepare and load a sample on a single instrument, after which the instruments run on their own.

THERANOS, INC. TERMS OF SERVICE

This agreement is entered into by and between Theranos, Inc. ("THERANOS") and Schering-Plough ("COMPANY"), effective as of date of execution.

1. **THERANOS SYSTEM.** THE "THERANOS SYSTEM" is the system comprising the T.OS, Reader(s), Cartridges, Assays (each as defined in this Article 1) and any other components developed by or for THERANOS facilitating the operation of any of the foregoing, alone or in any combination. As used in this Invoice: (a) "Assay" means any method used for the detection of an analyte (e.g. a biomarker) or multiplexed set of analytes and/or measuring their concentration in a matrix, including, without limitation, human blood (b) "Cartridge" means THERANOS' analytical chips containing biological fluid processing technology and assays to measure, among other matters, the concentration of specific analytes, including biomarkers in a biological fluid sample; (c) "Reader" means THERANOS' device capable of running Cartridges, extracting data from a Cartridge or other analytical device, transmitting data to a database hosted by THERANOS, communicating with authorized parties and providing analytical information; and (d) "T.OS" means THERANOS proprietary ambulatory bioinformatics communication system, database, analytical engine, algorithms and methodologies, and related statistical and other analysis methods, data repositories and technologies.

2. **SERVICES**

2.1. In purchasing the Systems and Services, COMPANY agrees to these Terms of Service.

3. **PAYMENT TERMS**

3.1. Payment is due upon receipt of this Invoice.

3.2. The agreement and payment terms herein expire May 1, 2009 if not executed in full by that date.

3.3. Late Payments. Late payments shall incur interest at the rate of 1.5% per month until paid in full. All such interest shall be due and payable on demand.

3.4. Expense Disbursements and Pass-through Costs. THERANOS charges for third-party expense disbursements and other costs incurred in connection with the performance of the Services. These costs include, but are not limited to, THERANOS personnel travel and lodging (including travel to all IMs or IM sites and services related activities), shipping, telecommunications, data transmission, printing, additional touch-screen customizations, any incidental expenses, and the associated administrative fees incurred to provide or in support of the Services outlined in this Invoice.

4. **ACCESS TO SOFTWARE AND USE OF THE T.OS**

4.1. THERANOS hereby grants to COMPANY a non-exclusive, non-transferable, non-sub licensable license to use, in accordance with, and solely for the purposes specified in, this Invoiced and only for the term of the Project: (a) Software installed on Readers, for use by COMPANY employees and COMPANY contractors who are obligated in writing by confidentiality obligation at least as protective of THERANOS and its Confidential Information as this Invoice ("COMPANY Contractors") and (b) Software related to the T.OS which may be accessed through the Readers or at a designated website or IP address, disc, programs or other designated location ("Client Accessible Software"). "Software" means computer programs, object code and related materials, in machine readable or printed form, including any updates or upgrades thereto.

4.2. THERANOS and its licensors shall at all times retain sole and exclusive ownership of all Software and, as between the parties, all Software is Confidential Information of THERANOS. COMPANY shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and notify THERANOS promptly of any such unauthorized use. COMPANY shall not: (a) allow access to the Client Accessible Software by more than the number of concurrent users indicated in the Invoice, (b) disassemble, decompile or otherwise reverse engineer the Software, (c) modify, copy, sell, rent, transfer, reproduce or distribute the Software, except as specifically provided in the Invoice, (d) use the Software

to provide processing services to third parties or otherwise use the Software on a "service bureau" basis, or (e) create Internet "links" to or from the Software, or "frame" or "mirror" any of COMPANY's content which forms part of the Software. COMPANY shall at all times comply with terms and conditions applicable to third party software provided with the Software. THERANOS reserves all rights in the Software not expressly granted herein.

4.3. COMPANY hereby grants to THERANOS perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to integrate, use and disclose in the T.OS data provided under, related to or generated in connection with this Agreement for use in the T.OS' analytical engine to the extent permitted by law, provided that THERANOS does not disclose, and any resulting analyses do not contain, any personally identifying information regarding individual Participants or any information identifying COMPANY or COMPANY Compounds, except in connection with the provision of any Services to COMPANY under this Agreement.

5. THERANOS PROPERTY

5.1. As between COMPANY and THERANOS, all Inventions and improvements developed in connection with or as a result of the Services, during the term of this Invoice and thereafter, whether by COMPANY or THERANOS, or by the parties jointly, directed to: (a) any part or the whole of the THERANOS System or any improvements thereto, including, without limitation, the T.OS analytical engine and the algorithms therein; or (b) the generation of assay (s) used in conjunction with the THERANOS System, shall be the sole and exclusive property of THERANOS. COMPANY shall promptly disclose to THERANOS in writing any Inventions described in the preceding sentence, and COMPANY hereby assigns to THERANOS any right, title or interest it may have in such Inventions.

6. INDEMNIFICATION

COMPANY will indemnify and hold harmless THERANOS and its respective employees, officers, directors, independent contractors, stockholders and agents against and from any third party claim arising out of or in connection with: (a) the conduct of a Project or the use of the results of a Project; (b) COMPANY's breach of this Invoice, negligence or intentional misconduct; or (c) the development, manufacture, use, sale, offer for sale, marketing or testing of any product or service by or under the authority of COMPANY (including any personal injury or property damage related thereto). COMPANY shall be promptly notified of any such claim and THERANOS shall cooperate with COMPANY in the defense of such claim.

theranos™
redefining healthcare

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of this day and year.

THERANOS, INC.	**SCHERING-PLOUGH ("COMPANY")**
Signature	Signature
Elizabeth Holmes	James McNeely
Name (please print)	Name (please print)
President & CEO	VP ECREM
Title	Title
29 April 2009	(see scanned image)
Date	Date

Please sign and date two (2) originals and send both to THERANOS for signature via traceable mail (e.g., UPS or FedEx). One executed original will be returned to COMPANY.