

BioSkrby Genomics, Inc. (“BioSkrby”) Terms and Conditions of Sale

These Terms and Conditions (together with the applicable Documentation and Specifications for each Product) constitute the entire agreement between BioSkrby and you (or the “**Customer**”) with respect to BioSkrby’s supply and sale/license, and Customer’s ordering, purchase and use of BioSkrby’s products (including any consumable, hardware and associated software [including Software], each, a “**Product**”). Acceptance of the Customer’s order is expressly limited to and conditional upon Customer’s unconditional agreement to the terms and conditions set forth below (these “**T&Cs**”). Orders submitted on Customer’s purchase order or other documents that contain terms or conditions modifying, adding to, or inconsistent with these T&Cs are unacceptable to BioSkrby and are hereby rejected and null and void. If Customer accepts or uses any Product, Customer shall be deemed to consent to accept and consent to these T&Cs. However, if BioSkrby and Customer have executed a formal written contract containing specific terms covering the sale of Products, the terms and conditions of such formal written contract shall govern. For the avoidance of doubt, these T&Cs are personal to Customer and the rights and obligations set forth herein do not extend to affiliates of Customer.

If these T&Cs are not acceptable to Customer, Customer must so notify BioSkrby immediately, in writing, and return all Products.

Cancellation/Changes

Cancellation/Changes to orders arising hereunder may be changed or amended only by written agreement signed by both BioSkrby and Customer. Customer may NOT cancel an order after it has been accepted by BioSkrby without BioSkrby’s written agreement.

Delivery

Delivery terms are *Ex Works* (EXW) (Incoterms 2020) BioSkrby shipping point - freight will be added to the invoice. Title and risk of loss pass to Customer upon delivery to the carrier. Any taxes, import duties, or other fees are the responsibility of the Customer. BioSkrby reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of Customer’s obligations to accept remaining deliveries.

Inspection and Returns

Upon receipt of any Product hereunder, Customer shall inspect such Product and notify BioSkrby via email at info@bioskrby.com or contact us through www.bioskrby.com specifying any claims for shortages, defects or damages identifying the order number and particulars of any deficiencies. If Customer fails to so notify BioSkrby within ten days after delivery of the Products, the Products shall be deemed to conclusively conform to these T&Cs and to have been irrevocably accepted by Customer. Authorization for all Product returns must be approved by BioSkrby and a return authorization number given to Customer prior to the return of any Product. Not all Products will be authorized for return due to temperature and packing requirements. Products authorized for return must arrive at BioSkrby’s facilities in a state satisfactory for resale to be eligible for credit. A restocking charge of 25% will be charged on returns that are not the result of any error or fault of BioSkrby. Shipping charges will not be credited and additional shipping fees may apply for delivery of replacement Products. No Product may be returned for credit more than 20 days after receipt of the Product.

Credits and Refunds

BioSkrby will notify Customer whether it will issue a credit or refund for any returned Product as determined by BioSkrby in its sole discretion. No credit may be used if a past due balance is outstanding on Customer’s account. Any credit not used within six months of the date of issue shall expire.

Pricing / Payment

All prices and amounts payable for Product are in United States dollars unless otherwise expressly stated. BioSkrby reserves all right to adjust prices of Products in the usual course of its business. Unless otherwise specified, all payments for U.S. domiciled Customers are due net 30 days from date of invoice, and for Customers located outside of the U.S. in advance of shipment, in either case, in US dollars, and shall be payable as set forth in the applicable quote or price list issued by BioSkrby. Clerical and computer errors are subject to correction.

Software License

If applicable, BioSkrby will grant to Customer a non-exclusive, non-transferable license to use internally any software proprietary to BioSkrby and provided in conjunction with a Product hereunder (“**Software**”) pursuant and subject to BioSkrby’s standard end user license agreement. Customer acknowledges that Software and its structure, organization, and source code constitute valuable trade secrets of BioSkrby and that all Software is licensed, not sold, to Customer. BioSkrby retains ownership of all copies of Software, however made.

Customer’s Permitted Uses and Restrictions on Such Use

All Products are solely for research use only. Customer is specifically not authorized to and is forbidden from reselling, distributing, sublicensing, leasing, renting, loaning, or otherwise transferring any Product (or Software) whether on a standalone basis or as a component of another product. Except to the extent Customer agrees not to (a) modify, adapt, alter, translate, or create derivative works from any Product; (b) merge any Product with other products or software; (c) reverse engineer or otherwise attempt to determine the constituents of any Product or otherwise decompile, disassemble, or otherwise attempt to derive the source code for any Software; (d) copy the Software for installation on or use with any product; or (e) otherwise use or copy Software except as expressly permitted by such license agreement.

Taxes

All taxes, duties, or other fees of any nature whatsoever imposed by a government authority on or measured by the transaction between BioSkrby and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event BioSkrby is required to pay any such charges, Customer shall reimburse BioSkrby for all such amounts. Customer shall provide BioSkrby at the time the order is submitted for Product an exemption certificate or other document acceptable to the authority imposing the tax, duty, or fee.

Limited Warranty

All warranties are personal to Customer and may not be transferred or assigned to a third-party. All warranties for Hardware are specific to the facility where such Hardware is originally installed by or on behalf of BioSkrby and do not transfer and are void if the Hardware is used at or moved to another facility, including moved to, between, or among facilities of Customer, unless BioSkrby conducts such move. All warranties for Consumables are specific to the facility to which it is originally shipped by or on behalf of BioSkrby and cannot be re-shipped, including re-shipments between or among facilities of Customer.

BioSkrby warrants, except as expressly stated otherwise in these T&Cs, that Consumables will conform to their Specifications until the expiration date or the end of the shelf-life pre-printed on such Consumable by BioSkrby.

BioSkrby warrants that Hardware will conform to its Specifications for a period of 12 months after its shipment date from BioSkrby.

The foregoing warranties shall not apply to the extent a non-conformance is due to (a) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation (misuse includes use of a Consumable more than one time), (b) repair (other than by BioSkrby personnel) or improper handling, installation or maintenance, (c) unauthorized modification, (d) an event of force majeure, or (e) use with a third party’s good not provided by BioSkrby (unless the applicable Documentation or Specifications expressly state such third party’s good is for use with the Product).

The following states Customer's sole remedy and BioSkryb's sole obligations under the foregoing warranties.

BioSkryb will replace the non-conforming Consumable. Replaced Consumables come with a warranty equivalent to the original replaced Consumable.

BioSkryb will repair or replace the non-conforming Hardware in its discretion. Hardware may be repaired or replaced with functionally equivalent, reconditioned, or new Hardware or components (if only a component of Hardware is non-conforming). If the Hardware is replaced in its entirety, or if only a component(s) is/are being repaired or replaced, the warranty period for the replacement Hardware is the longer of 90 days from the date of its shipment or the remaining period on the original Hardware warranty. Replaced or repaired components do not extend the original Hardware warranty period.

In order to be eligible for repair or replacement under this warranty Customer must (a) promptly contact BioSkryb via email at info@bioskryb.com or contact us through www.bioskryb.com to report the non-conformance, (b) cooperate with BioSkryb in the diagnosis of the non-conformance, and (c) return the Product, transportation charges prepaid (which will be reimbursed to Customer, in the event the non-conformance is determined by BioSkryb to be subject to the warranty), to BioSkryb following BioSkryb's instructions or, if agreed by BioSkryb, grant BioSkryb's authorized repair personnel access to this Product in order to confirm the non-conformance and make repairs.

BioSkryb has no warranty obligations with respect to any goods or software originating from a third party, including without limitation, any such goods or software supplied to Customer under these T&Cs. Third-party goods or software are those that are labeled or branded with a third-party's name. The warranty for third-party goods or software, if any, is provided by the original manufacturer. BioSkryb will cooperate with Customer in filing any warranty claims with such third parties.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS LIMITED WARRANTIES FOR PRODUCTS SET FORTH ABOVE, BIOSKRYB MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, OR ANY SERVICES PROVIDED IN CONNECTION WITH THESE T&CS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BIOSKRYB MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF ANY PRODUCT FOR CUSTOMER'S INTENDED USES.

Limitation of Liability

EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (1) INDEMNIFICATION OBLIGATIONS HEREUNDER OR (2) INTENTIONAL BREACH OR INTENTIONAL MISCONDUCT UNDER THESE T&CS, BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BIOSKRYB OR ITS AFFILIATES BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE T&CS, INCLUDING WITHOUT LIMITATION, THE SALE OF ANY PRODUCT TO CUSTOMER, USE OF ANY PRODUCT BY CUSTOMER, BIOSKRYB'S PERFORMANCE HEREUNDER OR ANY OF THE TERMS AND CONDITIONS OF THESE T&CS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE).

EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (1) INDEMNIFICATION OBLIGATIONS HEREUNDER OR (2) INTENTIONAL BREACH OR INTENTIONAL MISCONDUCT UNDER THESE T&CS, BUT OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY TO THE OTHER ARISING UNDER OR IN CONNECTION WITH THESE T&CS, WHETHER IN CONTRACT,

TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY BIOSKRYB FROM CUSTOMER FOR PURCHASE OF PRODUCTS AND PROVISION OF SERVICES UNDER THESE T&CS DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY AROSE.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF BIOSKRYB OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

Subject to the terms and conditions of these T&Cs, including without limitation, BioSkrby shall defend, indemnify and hold harmless Customer against any claim or action brought by a third-party alleging infringement of the valid and enforceable patent rights of a third party that pertain to or cover aspects or features of the Product(s) (or use thereof), where such claim or action is brought without regard to (i.e., that is not particular to) any specific application, as a result of Customer's use of the Products in accordance with all the terms and conditions of these T&Cs ("**BioSkrby Infringement Claim**");

BioSkrby shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against Customer in connection with such BioSkrby Infringement Claim;

If any Product or any part thereof become, or in BioSkrby's opinion may become the subject of an BioSkrby Infringement Claim or action against BioSkrby (including its affiliates) or Customer, BioSkrby has the right, at its option, to (a) procure for Customer the right to continue using such Product, (b) modify or replace such Product, as applicable, with substantially equivalent non-infringing substitutes; provided that BioSkrby shall provide to Customer a reasonable quantity of any affected consumable Product free of charge to facilitate Customer's testing efforts in support of the change, and provide reasonable cooperation to assist with such efforts, or (c) require the return of such Product that are or may become the subject of an infringement claim or action, no longer be obligated to supply such Products hereunder, and refund to Customer the depreciated value of the returned Product at the time of such required return; provided that, no refund will be given for used-up or expired consumable Products. The foregoing states the entire liability of BioSkrby for any allegation of Customer infringement of third party intellectual property rights, as well as BioSkrby's entire obligation under these T&Cs to indemnify, defend and hold harmless Customer.

Notwithstanding anything herein to the contrary, BioSkrby shall have no obligation, to defend, indemnify or hold harmless the Customer or pay any settlements, final judgments or costs with respect to any BioSkrby Infringement Claim, to the extent such BioSkrby Infringement Claim is or arises from any one or more of:

- (i) the use of any Product in any unauthorized manner or for any purpose outside the scope of the rights, license(s), or permissions conferred by BioSkrby upon Customer with respect to the unit of the Product,
- (ii) the use of any Product in any manner or for any purpose not in accordance with or described in the Specifications or Documentation,
- (iii) the use of any Product in combination with any other products, materials, biomarkers, assay-specific protocols, or services not supplied by BioSkrby,
- (iv) the use of any Product to perform any assay, method or other process not supplied by BioSkrby, including without limitation, tests (or parts thereof) developed by Customer or performed by Customer,
- (v) Customer's negligence, or willful misconduct, or
- (vi) Customer's breach of any term, including breach of a representation or warranty or condition, made hereunder or included in these T&Cs, wherein each of (i) – (vi) is referred to as an "**Excluded Claim**."

Customer shall defend, indemnify and hold harmless BioSkrby, its affiliates, their licensors, and collaborators and development partners that contributed to the development of the Products, and their respective officers, directors, representatives, employees, successors and assigns (BioSkrby and each of the foregoing an "**BioSkrby Indemnitee(s)**"), against any and all claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind brought by a third party ("**Claim**"), including without limitation, claims relating to or arising out of personal injury or death, and claims relating to or arising

out of infringement of a third party's intellectual property rights, to the extent a Claim results from, relates to, or arises out of:

- (i) any action described in any Excluded Claim, including without limitation, any use or breach described therein, or
- (ii) Customer's marketing, sale, and/or provision of services using any Product.

A party's indemnification obligations above are subject to the other party seeking indemnification (i) notifying the other, indemnifying party promptly in writing of the claim, (ii) giving indemnifying party exclusive control and authority over the defense of such claim, (iii) not admitting infringement of any intellectual property right without prior written consent of the indemnifying party, (iv) not entering into any settlement or compromise of any such action without the indemnifying party's prior written consent, and (v) providing all reasonable assistance to the indemnifying party that the indemnifying party requests and ensuring that its officers, directors, representatives and employees and other indemnitees likewise provide assistance (provided that indemnifying party reimburses the indemnified party(ies) for its/their reasonable out-of-pocket expenses incurred in providing such assistance). An indemnifying party will not enter into or otherwise consent to an adverse judgment or order or make any admission as to liability or fault that would adversely affect the indemnified party or settle a dispute without the prior written consent of the indemnified party, which consent not to be unreasonably withheld, conditioned, or delayed.

In the event there is a BioSkrzyb Infringement Claim, or BioSkrzyb believes a BioSkrzyb Infringement Claim is likely, alleging intellectual property infringement with respect to any Product, in addition to defending Customer against such Claim as set forth herein, BioSkrzyb shall be entitled, without obligation to do so, to (i) modify the Product so that it is no longer infringing, (ii) obtain a license with respect to the applicable intellectual property rights, or (iii) require the return of each such Product purchased by Customer hereunder (except for contaminated Products that, in BioSkrzyb's discretion, cannot be safely returned to BioSkrzyb) and in Customer's possession, and provide to Customer a refund of the price paid by Customer to BioSkrzyb therefor, subject to reasonable deductions for damage, and depreciated on a straight line basis over three (3) years from the date of original delivery to Customer. BioSkrzyb will have no liability or obligation with respect to any alleged infringement occurring after the date BioSkrzyb makes any such remedy available to Customer.

Notwithstanding anything in these T&Cs to the contrary, BioSkrzyb shall have no indemnification obligations with respect to any good or software originating from a third party, including without limitation, any such goods or software supplied to Customer under these T&Cs. Third-party goods are those that are labeled or branded with a third-party's name. Customer's sole right to indemnification with respect to such third party goods or software shall be pursuant to the original manufacturer's or original licensor's indemnity, if any, to Customer, to the extent provided by the original manufacturer or original licensor.

Product Improvements

Except to the extent prohibited by applicable laws, Customer hereby grants to BioSkrzyb a non-exclusive, worldwide, sublicensable, fully paid-up, royalty-free, irrevocable, perpetual license to any Product Improvement. Customer shall promptly disclose to BioSkrzyb any Product Improvements. For this purpose, "**Product Improvement**" means any and all subject matter conceived or reduced to practice by or under authority of Customer that arise out of the use of Products (or any adaptation, modification or reverse engineering of any Product(s), in violation of these Terms), and which relate to (a) development, design, manufacturing, layout, packaging or protocols or methods for using any Products, alone or with other Products or other devices and/or reagents; (b) interfaces between any Products and other devices, including but not limited to sequencing systems, thermal cycling systems, and robotics for use in connection with any Products, in each case together with any and all associated intellectual property rights (including patent and similar rights like utility models). Product Improvements exclude data resulting from using Products (e.g., results of assays or sequencing of samples prepared using Products) or discoveries derived from such data (except to the extent covered by (a) or (b) above). For such purposes only, "Customer" includes all persons that Customer permits to use any Products, irrespective of being employees, consultants or contractors of Customer, and Customer shall have all necessary agreements in effect with all such users and their employers to enable Customer to comply with the foregoing.

Technical Support

At Customer's request, BioSkrby may, at its own discretion, furnish technical support and information with respect to the Products. It is expressly agreed that BioSkrby is under no obligation to provide such support or information. BioSkrby makes no warranties of any kind, express or implied, with respect to technical support or information provided by BioSkrby. Any suggestions by BioSkrby regarding use, selection, application or suitability of any Product shall not be construed as a warranty of any kind.

Remedies

BioSkrby's failure to strictly enforce any term or condition of these T&Cs or to exercise any right arising hereunder shall not constitute a waiver by BioSkrby of the right to strictly enforce such term or condition or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies BioSkrby may have at law or in equity. In addition to any other remedies available to BioSkrby under these T&Cs or at law, BioSkrby reserves the right to cease shipping Product immediately if Customer (a) uses any Product in any unauthorized or unpermitted manner or (b) fails to pay invoices when due.

Force Majeure

BioSkrby shall not be liable for any delay or failure to perform any of its obligations hereunder if performance was rendered impracticable by the occurrence of any condition beyond BioSkrby's reasonable control (including acts of God, disease outbreak, pandemic (including, without limitation, the COVID-19 pandemic), fire, flood, tornado, earthquake, hurricane, lightning, government actions or controls in connection with a national or other public emergency, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, and shortage of energy).

Export

Customer agrees that the Products or technology provided under these T&Cs, are subject to the laws and regulations of the United States that govern exports and other trade controls and that may restrict transfers of such items to other countries. Customer shall not disclose, export or re-export, directly or indirectly, any Product and technology to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations, including regulations of the U.S. Department of Commerce or the U.S. Department of the Treasury, or under other laws or regulations to which Customer may be subject.

Governing Law

These T&Cs shall be governed by, construed under and interpreted in accordance with the laws of the state of North Carolina. In the event that any provision contained herein shall be determined to be unenforceable, all other provisions shall remain in full force and effect and the affected provision shall be construed so as to be enforceable to the maximum extent permissible by applicable law. Any legal process to resolve a dispute under these T&Cs, including without limitation arbitration or court proceedings, shall take place in Durham, North Carolina. Customer agrees that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these T&Cs or any Product hereunder, including any terms in Documentation.

Certain Definitions

"Consumable(s)" means, individually and collectively, reagents and consumable items that are offered for sale under, purchased under, supplied under or otherwise governed by these T&Cs.

"Documentation" means BioSkrby's user manual, package insert, labeling, and similar documentation, provided by BioSkrby for the Product in effect on the date that the Product ships. Documentation may contain additional terms and conditions (which are hereby incorporated into these T&Cs by reference) and may be provided (including by reference to a website) with the Product or may be provided electronically by BioSkrby.

"Hardware" means those BioSkrby instruments, accessories and those other peripherals that are offered for sale under, purchased under, supplied under or otherwise governed by these T&Cs.

“Specifications” means BioSkryb’s written or electronically published (including on BioSkryb’s websites) specifications for a Product in effect for that Supplied Product on the date that the Product ships.