

Exponential Molecular, Inc.

Terms and Conditions of Sale — Research Products and Services

These Terms and Conditions govern the sale of research products (“Products”) and provision of research services (“Services”) by Exponential Molecular, Inc. (“Expo”) to its customers (“Customer”). Customer's purchase or acceptance of Products or Services constitutes agreement to these Terms and Conditions.

1. Orders and Acceptance

All orders are subject to acceptance by Expo. Orders may be submitted through a purchase order, accepted quotation, or other method approved by Expo (“Order”). Expo reserves the right to accept or reject any Order.

These Terms and Conditions, together with the applicable quotation and any expressly applicable supplemental terms, constitute the agreement between Expo and Customer (“Agreement”). Any additional or conflicting terms contained in Customer's purchase orders or other documents are expressly rejected unless agreed to in writing by Expo.

An Order may not be canceled or modified following acceptance without Expo's written consent.

2. Pricing and Payment

Prices are stated in U.S. dollars unless otherwise specified and are subject to change without notice. Quoted prices are valid for the period specified in the quotation.

Unless otherwise agreed in writing, invoices are payable within thirty (30) days of receipt. Expo may require payment in advance and accepts payment by ACH transfer or credit card, subject to the payment instructions provided by Expo.

Customer is responsible for applicable shipping charges, taxes, duties, and other fees, excluding taxes on Expo's income.

3. Shipping and Delivery

Expo will use commercially reasonable efforts to deliver Products within estimated delivery schedules. Delivery dates are estimates and are not guaranteed.

Unless otherwise agreed in writing, Products are shipped from Expo's designated shipping location, with risk of loss or damage transferring to Customer when Products are delivered to the carrier. Customer is responsible for shipping and handling charges.

Customer must inspect Products upon receipt and notify Expo within five (5) business days of any apparent shipping damage, shortages, or incorrect items. This inspection requirement does not limit Customer's rights under the Product warranty. Returns require prior written authorization from Expo.

4. Product Use and Restrictions

Products are intended for research use only and are not intended for use in diagnostic procedures, therapeutic applications, or administration to humans or animals.

Products may be used for internal research, commercial research, and research services performed by academic, institutional, or commercial core facilities and service providers, provided such activities comply with these Terms and Conditions and applicable laws.

Customer may not resell, redistribute, or transfer Products or their components to third parties without Expo's prior written consent, except to research contractors performing work on Customer's behalf. This restriction does not prohibit the provision of research services or delivery of research results generated through authorized use of Products.

Customer agrees to use Products in accordance with applicable documentation and instructions. Customer may not reverse engineer, disassemble, or otherwise attempt to determine the proprietary composition, design, or manufacturing methods of Products, except as expressly authorized by Expo or permitted under applicable law.

No rights or licenses to Expo's intellectual property are granted except as expressly provided in these Terms and Conditions or other written agreements.

5. Early Access Products

Certain Products may be designated by Expo as early access, beta, evaluation, or pre-release products ("Early Access Products").

Early Access Products may be undergoing development or validation, may not meet final commercial specifications, and may be subject to changes in performance, composition, documentation, or availability.

Customer acknowledges these limitations and agrees to use Early Access Products for research and evaluation purposes only. Expo makes no commitment to release a commercial version of any Early Access Product or to maintain compatibility with future versions.

Except as expressly agreed in writing, Early Access Products are provided "AS IS," without warranties of any kind, express or implied, to the maximum extent permitted by law.

Additional requirements relating to evaluation activities, confidentiality, publication, disclosure of results, feedback, or collaborative development will be governed by separately negotiated written agreements, where applicable. These Terms and Conditions do not independently impose restrictions on publication of research results generated using Early Access Products.

6. Research Services

Where Expo agrees to provide Services, the scope, deliverables, pricing, and schedule will be specified in an applicable quotation or statement of work ("SOW").

Expo will perform Services using reasonable care and commercially accepted research practices. Customer is responsible for ensuring that any materials provided to Expo are lawfully obtained, properly identified, and suitable for the requested Services. Customer shall not provide personally identifiable information or protected health information without a separate written agreement expressly authorizing such transfer.

Customer retains ownership of its supplied materials and research data. Expo retains ownership of its pre-existing technology, proprietary methods, know-how, and improvements thereto.

Unless otherwise agreed in writing, Customer will own deliverables specifically generated for Customer under an SOW, excluding Expo's underlying technology and intellectual property.

Expo will use Customer materials and confidential information only as necessary to perform the Services and will not disclose them to third parties except as authorized by Customer or necessary for performance by personnel or subcontractors subject to appropriate confidentiality obligations.

Services and deliverables are intended for research use only and are not performed or produced under clinical diagnostic, Good Manufacturing Practice, or Good Laboratory Practice requirements unless expressly agreed in writing.

7. Confidentiality and Intellectual Property

Each party retains ownership of its pre-existing inventions, technology, methods, materials, data, know-how, trade secrets, and other intellectual property.

Expo retains all rights in its proprietary technology, Products, processes, methods, and improvements. Purchase of Products grants Customer a limited, non-exclusive, non-transferable right to use those Products for the purposes permitted under this Agreement.

Customer retains ownership of its research materials, independently generated research data, and experimental results obtained through authorized use of Products, subject to Expo's underlying intellectual property rights.

Where confidential or proprietary information is exchanged in connection with an Order, each party agrees to use such information only for the purposes of the Agreement, protect it with reasonable care, and not disclose it to unauthorized third parties. These obligations do not apply to information that is publicly available, independently developed, already lawfully known, or lawfully obtained from another source without confidentiality obligations.

8. Limited Warranty

Expo warrants that standard commercial Products will conform in all material respects to Expo's published specifications through the labeled expiration date, provided the Products are stored, handled, and used in accordance with applicable instructions. For Products without a labeled expiration date, the warranty period is ninety (90) days from delivery.

Customer must notify Expo of any suspected defect or nonconformity during the applicable warranty period and provide information reasonably requested to evaluate the claim.

For Products determined by Expo to be defective or nonconforming, Expo's sole obligation and Customer's exclusive remedy will be, at Expo's option, replacement of the affected Product or issuance of a credit or refund of its purchase price.

For Services, Expo warrants that Services will be performed using reasonable care. Customer must notify Expo of an alleged breach within thirty (30) days following delivery of the applicable Services. Expo's obligation for a substantiated breach will be limited, at its option, to reperformance of the affected Services or refund of the applicable fees.

These warranties do not apply to Products that have been improperly stored, handled, modified, or used contrary to Expo's instructions. The Product warranty does not apply to Early Access Products unless otherwise expressly agreed in writing.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXPO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXPO DOES NOT WARRANT ANY PARTICULAR EXPERIMENTAL OR SCIENTIFIC RESULT.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS, DATA, SAMPLES, OR RESEARCH OPPORTUNITIES, ARISING FROM THE PURCHASE OR USE OF PRODUCTS OR SERVICES.

EXPO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

Nothing in these Terms excludes liability that cannot lawfully be excluded or limited.

10. Indemnification

Customer agrees to defend, indemnify, and hold harmless Expo, its affiliates, employees, officers, and representatives against third-party claims, damages, and reasonable expenses arising from Customer's misuse of Products, unlawful use of Products or Services, breach of this Agreement, or materials supplied by Customer, except to the extent caused by Expo's negligence or willful misconduct.

11. Compliance with Laws

Customer agrees to comply with all applicable laws and regulations, including export control and trade sanctions requirements, in connection with the purchase, transfer, and use of Products and Services.

Customer is responsible for obtaining any approvals, authorizations, or third-party intellectual property rights required for its intended applications.

12. Force Majeure

Expo shall not be liable for delays or failures in performance resulting from circumstances beyond its reasonable control, including natural disasters, labor disruptions, transportation interruptions, supply shortages, governmental actions, epidemics, or other similar events.

13. Governing Law and Disputes

This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law principles. Any disputes arising under this Agreement shall be subject to the jurisdiction of the courts of California.

14. General Provisions

The parties are independent contractors. Expo may use qualified affiliates or subcontractors to fulfill its obligations under this Agreement.

Neither party may assign this Agreement without the other's written consent, except in connection with a merger, acquisition, or sale of substantially all relevant business assets.

If any provision is found unenforceable, the remaining provisions shall remain effective.

These Terms and Conditions, together with applicable quotations, SOWs, and supplemental terms, constitute the entire agreement concerning the applicable Order. Separately executed written agreements, including material transfer, evaluation, and collaborative development agreements, will govern their specific subject matter and take precedence over these Terms in the event of a conflict.

Changes to this Agreement must be agreed in writing by authorized representatives of both parties.

PRODUCTS ARE FOR RESEARCH USE ONLY. NOT FOR USE IN DIAGNOSTIC PROCEDURES.

