



INSTRUMENT RENTAL/PURCHASE SUPPLEMENTAL TERMS AND CONDITIONS

THIS INSTRUMENT RENTAL/PURCHASE ADDENDUM (“**INSTRUMENT RENTAL/PURCHASE ADDENDUM**”) IS APPLICABLE TO CUSTOMER’S PURCHASE OF INSTRUMENT SYSTEMS THROUGH THE PORTAL AND IS INTENDED TO BE PART OF AND INCORPORATED INTO THE CODEX DNA GENERAL TERMS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE CODEX DNA GENERAL TERMS OF SALE WHICH ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS INSTRUMENT PURCHASE ADDENDUM ARE INCORPORATED HEREIN. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE.

1. **Instrument Sales.** Customer can purchase through the Portal certain Instruments. Such purchase can either be made via an upfront payment or by entering into a Reagent subscription lease (“Reagent Subscription Lease Form”).
 2. **Instrument Use and Restrictions.** Except as otherwise agreed in writing by our authorized representative (for additional information, please contact the Codex DNA licensing department at help@codexdna.com), all Instruments are for RESEARCH USE ONLY AND NOT FOR HUMAN, ANIMAL, THERAPEUTIC OR DIAGNOSTIC USE. Customer agrees to not conduct any of the following activities with respect to any such Instruments:
 - Distribute any output of the Instruments (either alone or as incorporated into a finished product) to third parties as a contract service or for commercial use;
 - Use any output of the Instruments as an ingredient of a therapeutics in humans for any purpose; and/or
 - Reverse engineer or attempt to reverse engineer or encourage any third party to reverse engineer or attempt to reverse engineer any Instruments or any components thereof.
 3. **Installation, Maintenance, and Training.** When Customer purchases an Instrument, Codex DNA can install it and provide training, maintenance, repairs and any other services that Codex DNA expressly agrees to perform pursuant to Schedule 2 (Instrument Services Addendum).
 4. **Utilities.** Customer shall provide, at its sole expense, all utilities (*e.g.* electricity and internet) required to operate the Instrument.
 5. **Delivery.** After receipt of an Order Form, including through the Portal, Codex DNA shall use commercially reasonable efforts to deliver the Instrument. Codex DNA reserves the right to make changes to the product specifications for any ordered Instrument that does not materially affect the quality or performance of the Instrument. Customer shall pay all delivery and shipment costs incurred by Codex DNA hereunder. Codex DNA shall select the method of shipment of, and the carrier for, the Instrument. Customer acknowledges that any delivery and/or shipment cost set forth on any price quote is an estimate only. Unless otherwise agreed to by the parties in writing, Codex DNA shall deliver the Instrument to the Customer’s address provided in the Customer Account Information or any other address provided through the Portal and approved in writing by Codex DNA, using Codex DNA standard methods for packaging and shipping Instruments. Any time quoted by Codex DNA for delivery in a quote is an estimate only. Codex DNA is not liable for or in respect of any loss or damage arising from any delay in filling any accepted order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Instrument relieves Customer of its obligations under this Agreement, including without limitation accepting delivery of any remaining installment(s) of Instrument. If, following delivery of an Instrument by Codex DNA to Customer pursuant to this Section 5, Customer fails to provide Codex DNA with a delivery acceptance certificate or otherwise fails to accept title to such Instrument as set forth in Section 6 below, Codex DNA shall have the right to repossess such Instrument and Customer shall pay Codex DNA a restocking fee equal to 20% of the price reflected in the applicable Order Form. Customer shall reimburse Codex DNA for any other reasonable costs incurred in connection with a returned Instrument to the extent that such costs are not otherwise recovered by Codex DNA and are supported with backup documentation.
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6. **Title and Risk of Loss.** Risk of loss for the Instrument shall pass to Customer upon delivery. Title for the Instrument shall also pass to Customer upon delivery provided that (a) if Customer requests Codex DNA to provide installation services then title for the Instrument shall only pass to Customer upon execution by Customer of a delivery acceptance certificate (provided for sign-off to Customer upon completion of the Instrument's installation), provided further that (b) if Customer has entered into a Reagent Subscription Lease Form, then title for the Instrument shall only pass to Customer upon Customer's fulfillment of all of its obligations such Reagent Subscription Lease Form (altogether, "Title Transfer"). Notwithstanding the foregoing, Customer acknowledges it only receives a license to any software provided hereunder and title to such software remains with Codex DNA. If Customer requests that Codex DNA hold and/or store any Instrument ordered by Customer which is ready for shipment, Customer shall reimburse Codex DNA for all costs associated with the same. Special packaging requirements, if agreed to in writing by Codex DNA, shall be at Customer's expense.
 7. **Invoicing.** Codex DNA shall invoice Customer for the purchase price of the Instrument upon Title Transfer, provided that if Customer has entered into a Reagent Subscription Lease Form, Codex DNA shall invoice Customer in accordance with the Reagent Subscription Lease Form as applicable.
 8. **Instrument Operation, Maintenance and Security.** Customer shall operate and maintain the Instrument in accordance with Codex DNA instructions and documentation. In addition, Customer is solely responsible for maintaining the security of the Instrument and preventing the unauthorized access, use and/or disclosure of information stored on the Instrument, and Customer acknowledges that Codex DNA will not be liable for any loss or damage of any nature arising from Customer's failure to adequately secure the Instrument and/or comply with applicable security laws, regulations or policies. Prior to Title Transfer, Customer will hold any Instruments in its possession as a bailee only and will not permit any lien or other encumbrance to be placed against any such Instruments when in Customer's care, custody and control, and shall take reasonable precautions to safeguard and protect such Instruments from loss or damage.
 9. **Accessories and Supplies.** Customer is solely responsible for inputting the appropriate Reagents into the Instrument. Customer shall only use Reagents and other supplies required to operate or in connection with the Instrument which meet the specifications of the Instrument as provided by Codex DNA. Customer may purchase Reagents directly through the Portal.
 10. **Internet Connectivity; Fail Safe.**
 - Customer acknowledges that in order for certain Instruments, including the BioXp™ system, to work correctly, such Instruments must be connected to the Internet and be able to communicate intermittently with Codex DNA servers.
 - Customer agrees that neither it nor its employees and/or agents will attempt to, encourage or assist any other person to circumvent or modify any security or remote access technologies included as part of the Instrument. Customer acknowledges and agrees that the Instrument and its included software may include security and other technology designed to prevent unauthorized use. In addition, Customer acknowledges and agrees that the Instrument may include technology designed to permit Codex DNA to access (manually, automatically and/or remotely) the Instrument in order to monitor, repair or update the Instrument or to access and download data resulting from its usage (provided such access shall not include access to any patient medical information or other personal information covered by the Health Insurance Portability and Accountability Act of 1996 or any other applicable federal or state privacy laws). Codex DNA shall have the unfettered right to access and use the aggregate data and metrics derived from Customer's use of the Instrument (provided such right shall not include the right to use any specific genomic sequences input by Customer, all of which shall remain Customer's Confidential Information).
 - Customer acknowledges that any sequence which is input into the Instrument will be sent to Codex DNA for screening and analysis. In particular, Codex DNA shall subject any sequences to be synthesized by the Instrument to a screening protocol for certain pathogenic or potentially dangerous sequences. If, in the reasonable discretion of Codex DNA, such sequences submitted by Customer hereunder are pathogenic, toxigenic, present a danger if synthesized, or would be in violation of any applicable law (each a "Potentially Dangerous Sequence") then Codex DNA may, in its sole and absolute discretion, notify Customer of such result and may cause the Instrument to refuse to perform such synthesis. For the avoidance of doubt, failure of Codex DNA to notify Customer of a Potentially Dangerous Sequence or performance by the Instrument of any genomic sequencing shall not constitute a representation or warranty as to the safety of such sequence and Customer acknowledges that the results of screenings may not be accurate and that the Codex DNA classification as a Potentially Dangerous Sequence does not constitute a representation, warranty or guarantee of any kind as to whether a sequence does or does not contain pathogenic or toxigenic material or whether or not a sequence would present a danger if synthesized, or violate applicable law if synthesized. Notwithstanding anything to the contrary, Codex DNA may, without notice or other obligations pursuant to Section 5 of the Codex DNA General
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Terms of Sale, report a Potentially Dangerous Sequence and any Confidential Information relating thereto to applicable governmental entities in accordance with applicable laws including the IGSC Harmonized Screening Protocol, provided that to the extent not inconsistent with such applicable laws, regulations and the IGSC Harmonized Screening Protocol, Codex DNA shall notify Customer and afford Customer the reasonable opportunity to seek confidential treatment (e.g., via protective order or otherwise) of any confidential relating to said Potentially Dangerous Sequence(s) prior to its disclosure.

- If Customer inputs a genomic sequence into the Instrument but Codex DNA determines in its sole discretion that the complexity threshold of the sequence is such that the Instrument does not have a significant likelihood of assembling nucleotides to achieve the correct size DNA as determined by gel electrophoresis, Codex DNA will provide notice of the same to Customer. In such case Customer may attempt to build the sequence on the Instrument. Customer acknowledges that any attempt to run such sequence will be at Customer's sole risk and expense, and Codex DNA makes no warranty, representation or guarantee as to the results of such nucleotide synthesis and assembly.

11. **Limited Warranties for Instruments.** Notwithstanding Section 8.1 of the Codex DNA General Terms of Sale, and subject to Codex DNA performing the Maintenance Services (as defined in Schedule 2 (Instrument Services Addendum)) as scheduled by Customer:

- Codex DNA warrants that any Instrument provided pursuant to an accepted order is warranted to be free of defects in materials and workmanship for a period of twelve (12) months after it is installed, provided however, regardless of installation date, this warranty will not last longer than fifteen (15) months from the date of shipment.
- Codex DNA warrants that for a period of twelve (12) months after it is installed, the Instrument will perform in accordance with Codex DNA published specifications at the time of delivery.
- Codex DNA warrants that any Instrument upgrades, spare parts and replacement parts Customer purchases from Codex DNA and that Codex DNA installs will be free of defects in materials and workmanship for three (3) months from the date Codex DNA delivers them, or if longer, the original warranty period of the Instrument in which the part is installed. Codex DNA does not warrant as to parts that Customer does not purchase from Codex DNA or that Codex DNA does not install, and such parts are provided "As-Is" and "As-Available".

If, through no fault or delay of Customer, the Instrument or part does not materially conform to any of the foregoing warranties, Customer's sole and exclusive remedy shall be, at the sole discretion of Codex DNA, the repair or replacement of such nonconforming Instrument or part (pursuant to the Repair and Replacement Services set forth in Schedule 1 (Instrument Services Addendum)) or refund of the purchase price of the Instrument or part, provided that such notice of the material non-conformity is received by Codex DNA within the warranty periods specified above and the inspection by Codex DNA reveals the Instrument or part to be materially nonconforming within the terms of this warranty. The warranty provided herein is valid only when used by properly trained individuals and does not extend to anyone other than Customer. ANY WARRANTY GRANTED HEREUNDER EXTENDS ONLY TO CUSTOMER, THE ORIGINAL PURCHASER, AND CUSTOMER CANNOT TRANSFER SUCH WARRANTY.

Codex DNA shall have no liability or obligation to Customer if (i) Customer is unable to generate a DNA synthesis through use of an Instrument, or (ii) Customer inputs a genomic sequence into an Instrument but is unable to achieve the correct size DNA as determined by gel electrophoresis, except in each case if the foregoing is a direct result of an Instrument failing to materially conform to the foregoing warranties.

Notwithstanding anything to the contrary herein, Codex DNA shall have no obligation to replace or refund any Instrument or part as the result of (i) misuse, accident fault or negligence or damage to acts of nature, (ii) use of the Instrument in a manner for which it was not designed, (iii) improper storage, maintenance and/or handling of the Instrument, (iv) repair, alterations or modifications, installation, de-installation or transport of the Instrument or part by a party other than Codex DNA or its duly authorized service representative, (v) installation of software or interfacing, or use of the Instrument in combination with software or products Codex DNA has not approved; (vi) manufacture of the Instrument in accordance with specifications provided by Customer, (vii) normal wear and tear and (viii) external sources such as short circuits or incorrect voltages. Shipment to Customer of a replacement Instrument shall be made in accordance with the applicable delivery terms set forth in this Agreement.

12. **Software License; Restrictions on Transfer.** Any software embedded in or provided in connection with the Instrument is owned by and proprietary to Codex DNA and is protected by United States copyright laws and international treaty provisions. Such software may not be copied without the prior written consent of Codex DNA. Such software is hereby licensed to Customer for Customer's own use and is not sold. Customer may not sell, rent, lease, loan, transfer or assign any Instrument that contains or requires software for operation or other use unless Customer first permanently deletes or uninstalls the software. Licenses to Codex DNA software products are not transferable. Codex DNA reserves the right to make corrections or improvements to such software at any time without notice (including by providing remote updates periodically), provided Codex DNA shall have no responsibility to provide these changes absent an appropriate Instrument service plan.
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INSTRUMENT SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

THIS INSTRUMENT SERVICES ADDENDUM (“INSTRUMENT SERVICES ADDENDUM”) IS APPLICABLE TO CUSTOMER'S PURCHASE OF INSTRUMENT SERVICES THROUGH THE PORTAL AND IS INTENDED TO BE PART OF AND INCORPORATED INTO THE CODEX DNA GENERAL TERMS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE CODEX DNA GENERAL TERMS OF SERVICE WHICH ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS INSTRUMENT SERVICES ADDENDUM ARE INCORPORATED HEREIN. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE:

- 1. Instrument Sales.** Codex DNA offers the repair, maintenance, installation, relocation, recertification, training, qualification, and technical services set forth the Instrument Services Addendum (altogether, “**Instrument Services**”).
 - 2. Price.** The “Annual **Maintenance Fee**” shall be the amount set forth in the written quotation from Codex DNA to Customer. Customer acknowledges that the Codex DNA Annual Maintenance Fee is subject to change from time to time (including with respect to any renewal term) and any written quotation provided by Codex DNA shall only be applicable to the specific contract year for which Maintenance Services are being requested (“**Maintenance Period**”). If Codex DNA does not provide Customer with a written quotation (or the written quotation has expired), then the price shall be the list price stated on the Portal on the date Codex DNA receives the applicable Order Form. If Customer wishes to purchase Extended Maintenance Service for an instrument that is out of warranty, Codex DNA must first inspect the instrument and verify that the instrument is in good working condition and functioning to manufacturing specification. The cost of such inspection, and any repairs, including parts, shall be billed separately at the then current rates, and are not included in the Extended Maintenance Service fees. Codex DNA may also decline to renew a Maintenance Period commencing five (5) years after the installation of the applicable Instrument. In exchange for payment of the Annual Maintenance Fee, Codex DNA shall perform the Maintenance Services and Repair and Replacement Services set forth below during the applicable Maintenance Period, except that Codex DNA shall provide the Maintenance Services and Repair and Replacement Services at no charge during the warranty periods for the Instruments set forth in Section 12 of Schedule 2 (Instrument Purchases Addendum). If Customer is not paying an Annual Maintenance Fee and Codex DNA reasonably determines that a defect or malfunction in an Instrument is outside of the scope or period of the applicable warranties set forth in Section 12 of Schedule 2 (Instrument Purchases Addendum), Codex DNA shall provide an estimated cost to correct such problem and shall not commence Repair and Replacement Services until Customer agrees to pay such costs. Unless otherwise specified in Exhibit A or in a written quotation, the other Instrument Services (i.e., Installation Services, Relocation Services and Training Services) are offered on a time and materials basis. Codex DNA prices do not include any taxes (including VAT), duties, levies or other government fees that may also apply to Customer's order. ANY INSTRUMENT SERVICES PROVIDED HEREUNDER EXTEND ONLY TO CUSTOMER, THE ORIGINAL PURCHASER, AND CUSTOMER CANNOT TRANSFER THE RIGHT TO RECEIVE SUCH INSTRUMENT SERVICES TO A THIRD PARTY.
 - 3. Support.** Codex DNA provides telephone, email and on-site Instrument Services Monday through Friday, 9:00 a.m. to 5:00 p.m. Pacific Standard Time, excluding federal holidays (“**Service Hours**”). Codex DNA will work with Customer to schedule Instrument Services at a time that is mutually convenient for both parties. Codex DNA will perform most Instrument Services on Customer's premises; however, Codex DNA may perform some Instrument Services remotely or require Customer to mail in certain smaller instruments for servicing at Codex DNA.
 - 4. Decontamination and Safe Working Environment.** Before Codex DNA performs any Instrument Services on Customer's Instrument or at Customer's premises, Customer must fully decontaminate the applicable premises, and the Instrument or its component, of radioactive, biological, toxic or other dangerous materials or substances and, if Codex DNA requests, Customer will submit to Codex DNA an accurate and completed certificate of decontamination. If Codex DNA requests, Customer agrees to move the applicable Instrument to another location that Codex DNA reasonably deems is safe for Codex DNA personnel to perform Instrument Services. Codex DNA will not service Instruments in biosafety level-3 or level-4 laboratories unless Codex DNA agrees otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. Additionally, Customer will be required to complete a decontamination questionnaire prior to the issuance of a Return Material Authorization (RMA). For Instruments to be installed, Customer shall also be responsible for moving the Instrument (uncrated) to the place of installation and onto any tabletop, where it will be installed, to avoid any additional manual handling by Codex DNA personnel.
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5. **Applicable Instruments.** The Instrument Services cover only Codex DNA Instruments and do not include ancillary equipment, even if Codex DNA has supplied such ancillary equipment, unless Codex DNA stated otherwise in its quotation. The Instrument Services do not cover replacement of reagents or other consumables. Instrument Services do not cover replacement of parts or repairs needed for defects or damage resulting from misuse, accident fault or negligence or damage to acts of nature, (ii) use of the Instrument in a manner for which it was not designed, (iii) improper storage, maintenance and/or handling of the Instrument, (iv) repair, alterations or modifications, installation, de-installation or transport of the Instrument or part by a party other than Codex DNA or its duly authorized service representative, (v) installation of software or interfacing, or use of the Instrument in combination with software or products Codex DNA has not approved; (vi) manufacture of the Instrument in accordance with specifications provided by Customer, (vii) normal wear and tear and (viii) external sources such as short circuits or incorrect voltages.
 6. **Compliance with Law.** Codex DNA makes no representation that the Instrument Services Codex DNA provides to Customer will meet or satisfy standards of any governmental body, including the U.S. Food and Drug Administration. Customer agrees that it is its responsibility to ensure that such Instrument Services are adequate to meet its regulation or certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the U.S. Food and Drug Administration are Customer's responsibility.
 7. **Intellectual Property.** Nothing in this Instrument Services Addendum shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise to Customer, or to limit the rights of Codex DNA to enforce its patent or other intellectual property rights.
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INSTRUMENT SERVICES

During the applicable limited warranty period or Maintenance Period for each Instrument is under an Extended Service Agreement, Codex DNA will provide the following:

1. **Preventative Maintenance Service.** Codex DNA will clean, lubricate, inspect, test and calibrate Instrument to ensure they function in accordance with the applicable specifications. Preventative Maintenance Service will be provided as Codex DNA deems commercially reasonably necessary, but at least once per year, on dates and times scheduled by Codex DNA and Customer during the Service Hours. It is the sole responsibility of Customer to schedule Preventative Maintenance Services. Codex DNA shall not be liable or responsible for malfunctions or defects in the event a Codex DNA requested Preventative Maintenance Service was not scheduled by Customer. Included under the Extended Service Agreement are: (1) Maintenance Service free of charge.
 2. **Repair and Replacement Parts.** If Customer believes that a part of an Instrument is defective or malfunctioning, Customer shall notify Codex DNA, and Codex DNA shall provide initial response to Customer during Service Hours within one business day after receiving request for repair. Customer shall provide information on symptoms related to such defect or malfunction to assist Codex DNA in diagnosing the reported problem. In correcting a defective or malfunctioning part, Codex DNA may either repair such part, or replace it altogether with new, used or reconditioned parts. Codex DNA will retain any replaced part as its own property. Codex DNA shall provide quote to Customer for any necessary parts or labor prior to initiating service including any applicable credits or discounts specific to the Extended Service Agreement purchased.
 3. **Relocation Services.** At Customer's request, Codex DNA will de-install and re-install Customer's Instruments, Customer is responsible for the transport of Customer's Instruments to the new location. Labor and travel for relocation services are not covered under this agreement and are subject to Codex DNA standard labor rates including any credits or discounts specific to the Extended Service Agreement purchased.
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