

SUPPLEMENTAL TERMS AND CONDITIONS OF SALE FOR SARS-COV-2 GENOME PRODUCTS

THESE SUPPLEMENTAL TERMS ARE APPLICABLE TO CUSTOMER'S PURCHASE OF SARS-COV-2 GENOME CATALOG PRODUCTS ("SARS-COV-2 GENOME PRODUCTS") AND ARE INTENDED TO BE PART OF AND INCORPORATED INTO THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE WHICH ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THESE SUPPLEMENTAL TERMS, ARE INCORPORATED HEREIN AND WILL APPLY TO YOUR USE OF THE SARS-COV-2 GENOME PRODUCTS. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE CODEX DNA GENERAL TERMS OF SALE:

1. SARS-CoV-2 Genome Catalog Products Use and Restrictions.

- **Research Use Limited License.** The purchase of SARS-CoV-2 Genome Products conveys to Customer, solely a limited, non-exclusive, non-transferable right, without the right to grant sub-licenses, to use the purchased amount of SARS-CoV-2 Genome Products **FOR INTERNAL BASIC RESEARCH OR INTERNAL PRECLINICAL RESEARCH USE ONLY AND NOT FOR HUMAN, ANIMAL, THERAPEUTIC OR DIAGNOSTIC USE.**
- **Restrictions.** In the absence of a written agreement with Codex DNA conveying such rights, use of the SARSCoV-2 Genome Products for Commercial Purposes is strictly prohibited. Customer agrees as follows with respect to SARS-CoV-2 Genome Products, or any part, progeny, modification or derivative thereof:
- Through its purchase of the product, Customer agrees that Customer shall use the purchased amount of product for internal research conducted by the Customer. The Customer cannot sell or otherwise transfer (a) the purchased material (b) its components or (c) materials made using the purchased material or its components to a third party or otherwise use the product or its components or materials made using this product or its components for Commercial Purposes;
- "Commercial Purposes" means any activity by a party for consideration (including but not limited to financial consideration or a grant of intellectual property rights) and may include, but is not limited to: (1) use of the purchased product or its components in manufacturing; (2) use of the purchased product or its components to provide a service, information, or data; (3) use of the purchased product or its components for therapeutic, diagnostic or prophylactic purposes; or (4) resale of the purchased product or its components, whether or not such product or its components are resold for use in research;
- Except as provided in these supplemental terms, no express or implied licenses or other rights are provided to Customer under any patents, patent applications, or other proprietary rights of Codex DNA.
- Unless otherwise expressly indicated in a written agreement or customer quotation, there shall be no limitations on Codex DNA manufacturing, using, or selling the same or similar sequence or product to third parties as a sequence or product provided to Customer.
- For information on purchasing a license to the SARS-CoV-2 Genome Products for purposes other than internal research use, Customer may send a written request to the Codex DNA licensing department at help@codexdna.com.
- **No Modification.** To maintain its compliance with IGSC biosecurity screening protocols, Codex DNA must be made aware of and perform an evaluation of Customer's intended use of the Sars-CoV-2 Genome product. For this reason, Customer must adhere strictly to the intended uses described by Customer on the biosecurity screening form that Customer submitted prior to its purchase. Without prior authorization of Codex DNA, Customer may not make modifications to the Sars-CoV-2 genome product received and may not use such products for applications that have not been reviewed by Codex DNA in the biosecurity form.

2. **Termination.** Codex DNA may terminate the license in the event Customer fails to comply with these supplemental terms and Codex DNA General Terms and Conditions of Sale. Upon termination or expiration of the license, Customer must destroy the SARS-CoV-2 Genome Products, progeny, modifications, and data derived therefrom and provide Codex DNA a certificate of destruction within 5 business days from the termination or expiration date.

3. **Authorization and Permits.** For SARS-CoV-2 Genome Products which require international, federal or state authorizations or permits in connection with shipping, handling, storage or use thereof, Customer may be required to provide Codex DNA evidence of such authorizations prior to shipping of such products to Customer.

4. **Indemnity.** Customer agrees to defend, indemnify and hold Codex DNA harmless from and against all liabilities, damages, costs, expenses and claims arising from or based upon Customer's prohibited use of any SARS-CoV-2 Genome Products, or any part, progeny, modification or derivative thereof, and the storage, handling and transport thereof.

Limited Warranties. NOTWITHSTANDING SECTION 8.1 OF THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE, SARS-COV-2 GENOME PRODUCTS ARE SUPPLIED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCT IS FREE FROM ANY THIRD-PARTY CLAIMS.

