

TELESIS BIO INC. INSTRUMENT TERMS AND CONDITIONS ADDENDUM

THIS INSTRUMENT TERMS AND CONDITIONS ADDENDUM IS APPLICABLE TO CUSTOMER'S PURCHASE OF INSTRUMENTS THROUGH THE PORTAL AND IS INTENDED TO BE PART OF AND INCORPORATED INTO THE TELESIS BIO GENERAL TERMS AND CONDITIONS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE TELESIS BIO GENERAL TERMS AND CONDITIONS OF SALE WHICH ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS INSTRUMENT TERMS AND CONDITIONS ADDENDUM ARE INCORPORATED HEREIN. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE TELESIS BIO GENERAL TERMS AND CONDITIONS OF SALE.

- 1. Instrument Sales.** Customer can purchase through Telesis Bio's Portal certain instruments ("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.** Customer must refer to the Telesis Bio General Terms and Conditions of Sale, Section 4, for a detailed description of the Instrument Use and Restrictions.
- 3. Installation, Maintenance, and Training.** When Customer purchases an Instrument, Telesis Bio can install it at Customer's designated location and provide training, maintenance, repairs and any other services that Telesis Bio expressly agrees to perform pursuant to the Telesis Bio 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, Telesis Bio shall use commercially reasonable efforts to deliver the Instrument. Telesis Bio 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 Telesis Bio hereunder. Telesis Bio 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, Telesis Bio 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 Telesis Bio, using Telesis Bio standard methods for packaging and shipping Instruments. Any time quoted by Telesis Bio for delivery in a quote is an estimate only. Telesis Bio 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 Telesis Bio to Customer pursuant to this Section 5, Customer fails to provide Telesis Bio with a delivery acceptance certificate or otherwise fails to accept title to such Instrument as set forth in Section 6 below, Telesis Bio shall have the right to repossess such Instrument and Customer shall pay Telesis Bio a restocking fee equal to 20% of the price reflected in the applicable Order Form. Customer shall reimburse Telesis Bio for any other reasonable costs incurred in connection with a returned Instrument to the extent that such costs are not otherwise recovered by Telesis Bio and are supported with backup documentation.
- 6. Title and Risk of Loss. Title and risk of loss for any Instrument shall pass to Customer upon shipment (FOB Shipping Point for US deliveries and CPT for international deliveries).** Notwithstanding the foregoing, Customer acknowledges it only receives a license to any software provided hereunder and title to such software remains with Telesis Bio. If Customer requests that Telesis Bio hold and/or store any Instrument ordered by Customer which is ready for shipment, Customer shall reimburse Telesis Bio for all costs associated with the same. Special packaging requirements, if agreed to in writing by Telesis Bio, shall be at Customer's expense.
- 7. Invoicing.** Telesis Bio 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, Telesis Bio 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 Telesis Bio published specifications, instructions and documentation at the time of delivery. 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 Telesis Bio 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 the transfer of title in an Instrument to Customer in accordance with Section 6, Customer will hold any such 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 Telesis Bio published specifications at the time of delivery. Customer may purchase Reagents directly through the Portal.
- 10. Internet Connectivity; Fail Safe.**
- 10.1 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 Telesis Bio servers, and Customer is solely responsible for such Internet connectivity. For the avoidance of doubt, Customer is solely responsible for payment of any third party fees associated with Customer's Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the Instruments may be limited or restricted depending on the capabilities, bandwidth or technical limitations of Customer's Internet connection and service. Customer understands, acknowledges and agrees that Internet connectivity in relation to the Instruments is provided by third parties over which Telesis Bio has no control, and is governed by the respective terms of such third parties.
- 10.2 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 Telesis Bio 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). Telesis Bio 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).
- 10.3 Customer acknowledges that any sequence which is input into the Instrument will be sent to Telesis Bio for screening and analysis. In particular, Telesis Bio 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 Telesis Bio, 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 Telesis Bio 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 Telesis Bio 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 Telesis Bio 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 in the Telesis Bio General Terms and Conditions of Sale or this Addendum, Telesis Bio may, without notice or other obligations, report a Potentially Dangerous Sequence and any Confidential Information relating thereto to 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, Telesis Bio 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.

- 10.4 If Customer inputs a genomic sequence into the Instrument but Telesis Bio 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, Telesis Bio 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 Telesis Bio 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 Telesis Bio General Terms and Conditions of Sale, and subject to Telesis Bio performing the Maintenance Services (as defined in Instrument Services Addendum) as scheduled by Customer:
- 11.1 Telesis Bio 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 at Customer's location, provided however, regardless of installation date, this warranty will not last longer than fifteen (15) months from the date of shipment.
- 11.2 Telesis Bio warrants that for a period of twelve (12) months after it is installed at Customer's location, the Instrument will perform in accordance with Telesis Bio published specifications at the time of delivery.
- 11.3 Telesis Bio warrants that any Instrument upgrades, spare parts and replacement parts Customer purchases from Telesis Bio and that Telesis Bio installs will be free of defects in materials and workmanship for three (3) months from the date Telesis Bio delivers them, or if longer, the original warranty period of the Instrument in which the part is installed. Telesis Bio does not warrant any parts that Customer does not purchase from Telesis Bio or that Telesis Bio does not install.
- 11.4 If, through no fault or delay of Customer, the Instrument or part does not materially conform to any of the warranties set forth in this Addendum, Customer's sole and exclusive remedy shall be, at the sole discretion of Telesis Bio, the repair or replacement of such nonconforming Instrument or part (pursuant to the Repair and Replacement Services set forth in the 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 Telesis Bio within the warranty periods specified above and the inspection by Telesis Bio 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, AND CUSTOMER CANNOT TRANSFER SUCH WARRANTY.
- 11.5 Telesis Bio 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.
- 11.6 Notwithstanding anything to the contrary herein, Telesis Bio 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 Telesis Bio or its duly authorized service representative, (v) installation of software or interfacing, or use of the Instrument in combination with software or products Telesis Bio 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 Telesis Bio and is protected by United States copyright laws and international treaty provisions. Such software may not be copied without the prior written consent of Telesis Bio. 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 Telesis Bio software products are not transferable. Telesis Bio reserves the right to make corrections or improvements to such software at any time without notice (including by providing remote updates periodically), provided Telesis Bio shall have no responsibility to provide these changes absent an appropriate Instrument service plan.

INSTRUMENT SERVICES ADDENDUM

THIS 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 TELESIS BIO GENERAL TERMS AND CONDITIONS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE TELESIS BIO GENERAL TERMS AND CONDITIONS OF SALE 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 TELESIS BIO GENERAL TERMS AND CONDITIONS OF SALE AND TELESIS BIO INSTRUMENT TERMS AND CONDITIONS ADDENDUM.

1. **Instrument Sales.** Telesis Bio offers repair, maintenance, installation, relocation, recertification, training, qualification, and technical services in connection with Telesis Bio Instruments (altogether, "**Instrument Services**"), as set forth in this Instrument Services Addendum.
2. **Price; Maintenance.** The "**Annual Maintenance Fee**" shall be the amount set forth in the written quotation from Telesis Bio to Customer. Customer acknowledges that the Telesis Bio Annual Maintenance Fee is subject to change from time to time (including with respect to any renewal term) and any written quotation provided by Telesis Bio shall only be applicable to the specific contract year for which Maintenance Services are being requested ("**Maintenance Period**"). If Telesis Bio 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 Telesis Bio receives the applicable Order Form.

If Customer wishes to purchase the maintenance services set forth in Section 8 for an instrument that is out of warranty ("**Extended Maintenance Services**"), Telesis Bio must first inspect the instrument and verify that the instrument is in good working condition and functioning to manufacturing specifications. 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.

Telesis Bio may 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, Telesis Bio shall perform the Maintenance Services and Repair and Replacement Services set forth below during the applicable Maintenance Period, except that Telesis Bio shall provide the Maintenance Services and Repair and Replacement Services at no charge during the warranty periods for the Instruments set forth in Section 11 of Instrument Terms and Conditions Addendum. If Customer is not paying an Annual Maintenance Fee and Telesis Bio 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 11 of Instrument Terms and Conditions Addendum, Telesis Bio 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 an Exhibit 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.

Telesis Bio 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, AND CUSTOMER CANNOT TRANSFER THE RIGHT TO RECEIVE SUCH INSTRUMENT SERVICES TO A THIRD PARTY.

3. **Support.** Telesis Bio 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**"). Telesis Bio will work with Customer to schedule Instrument Services at a time that is mutually convenient for both parties. Telesis Bio will perform most Instrument Services on Customer's premises; however, Telesis Bio may perform some Instrument Services remotely or require Customer to mail in certain smaller Instruments for servicing at Telesis Bio.
4. **Decontamination and Safe Working Environment.** Before Telesis Bio 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 Telesis Bio requests, Customer will submit to Telesis Bio an accurate and completed certificate of decontamination. Upon Telesis Bio's request, Customer agrees to move the applicable Instrument to another location that Telesis Bio reasonably deems is safe for

Telesis Bio personnel to perform Instrument Services. Telesis Bio will not service Instruments in biosafety level-3 or level-4 laboratories unless Telesis Bio 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 Telesis Bio personnel.

5. **Applicable Instruments.** The Instrument Services cover only Telesis Bio Instruments and do not include ancillary equipment, even if Telesis Bio has supplied such ancillary equipment, unless Telesis Bio 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 Telesis Bio or its duly authorized service representative, (v) installation of software or interfacing, or use of the Instrument in combination with software or products Telesis Bio 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.** Telesis Bio makes no representation that the Instrument Services Telesis Bio 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 Telesis Bio to enforce its patent or other intellectual property rights.
8. **Extended Maintenance Services.** During the applicable limited warranty period or Maintenance Period for each Instrument that is under an agreement for Extended Maintenance Services between Customer and Telesis Bio, unless otherwise provided in such agreement, Telesis Bio will provide the following:
 - (a) **Preventative Maintenance Service.** Telesis Bio will clean, lubricate, inspect, test and calibrate the Instrument to ensure they function in accordance with the applicable specifications ("Preventative Maintenance Services"). Preventative Maintenance Services will be provided as Telesis Bio deems commercially reasonably necessary, but at least once per year, on dates and times scheduled by Telesis Bio and Customer during the Service Hours. It is the sole responsibility of Customer to schedule Preventative Maintenance Services. Telesis Bio shall not be liable or responsible for malfunctions or defects in the event a Telesis Bio requested Preventative Maintenance Service was not scheduled by Customer.
 - (b) **Repair and Replacement Parts.** If Customer believes that a part of an Instrument is defective or malfunctioning, Customer shall notify Telesis Bio, and Telesis Bio 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 Telesis Bio in diagnosing the reported problem. In correcting a defective or malfunctioning part, Telesis Bio may either repair such part, or replace it altogether with new, used or reconditioned parts. Telesis Bio will retain any replaced part as its own property. Telesis Bio shall provide a 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.
 - (c) **Relocation Services.** At Customer's request, Telesis Bio 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 Telesis Bio standard labor rates including any credits or discounts specific to the agreement for Extended Maintenance Services between Customer and Telesis Bio.