

SHERLOCK BIOSCIENCES, INC.
TERMS AND CONDITIONS OF SALE

All purchases of Products are subject to and expressly conditioned upon these terms and conditions of sale (these “Terms and Conditions”), which are accepted by, and shall be deemed binding on, the Customer upon placing an order for Product(s) (as hereinafter defined). These Terms and Conditions, as amended from time to time, are available on Sherlock’s website Sherlock.bio which is accessible by Customer. Sherlock reserves the right at any time to change these Terms and Conditions without notice. Sherlock will update its website as these Terms and Conditions are changed; such changes shall become effective immediately upon posting of the modified Terms and Conditions. It is Customer’s responsibility to review the latest version of the Terms and Conditions prior to submitting an order. Any orders placed after the Terms and Conditions are changed shall be subject to such amended Terms and Conditions.

All matters arising out of or related to this Agreement or the performance of the Parties hereunder will be governed by the laws of the Commonwealth of Massachusetts without regards to its conflicts of laws principles.

1. **DEFINITIONS.** The following definitions apply to these Terms and Conditions:

1.1 Agreement means an agreement separate from these Terms and Conditions (including, but not limited to, a Purchase Order) that has been negotiated and executed between Sherlock and Customer for the purchase of Products or any other products (including Equipment) sold or otherwise distributed by Sherlock.

1.2 Customer means a person or entity who is legally authorized to purchase Products from Sherlock, and either purchases Products directly from Sherlock or from a Sherlock-authorized representative.

1.3 Expedited Orders means a request from a Customer that indicates a guaranteed expedited delivery day (same day, next day, or second day delivery) which is outside of the Customer’s normal schedule or normal lead time.

1.4 Equipment means equipment, related parts, software, peripherals and accessories that are

manufactured, licensed, leased, sold or otherwise distributed by Sherlock pursuant to an Agreement. Equipment shall also include any related services offered by or on behalf of Sherlock.

1.5 Product(s) means any product other than Equipment, including without limitation the Sherlock CRISPR SARS-CoV-2 kit, that is sold or otherwise distributed by Sherlock.

1.6 Specifications shall mean: (1) with respect to Products manufactured by Sherlock, Sherlock’s specifications for the Product in effect at the time of shipment, and (2) with respect to Products distributed, but not manufactured, by Sherlock, the manufacturer’s published specifications at the time of shipment.

1.7 Terms and Conditions shall mean these Terms and Conditions of Purchase.

2. **WARRANTIES AND LIMITATION OF LIABILITY.**

2.1 Product Warranty and Remedy.

2.1.1 Product warranties shall be extended only to the original Customer, and are not assignable or transferable by Customer.

2.1.2 In the absence of a more specific warranty granted by Sherlock in an Agreement that states the nature and duration of Sherlock’s obligation to Customer, Products are warranted, at the time of shipment, to conform to the Specifications (the “Warranty”). The Warranty period commences on the shipment date and continues for a period of 30 days, except for Products with a shelf life of less than 30 days. For Products with a shelf life of less than 30 days, the Warranty period commences on the shipment date and continues for the shelf life.

2.1.3 Sherlock cannot guarantee the Product shelf life dating on any Products upon delivery. Specific dating needs may be discussed with Sherlock at the time of order placement.

2.1.4 Sherlock’s Warranty is conditioned upon proper storage, installation, use, and maintenance in accordance with applicable written recommendations of Sherlock (including, without limitation, Sherlock’s instructions for use). Sherlock’s Warranty will be void and of no effect if: (i) the Product is not used in accordance with its instructions or if it is

used for a purpose not indicated on the labeling; (ii) the alleged defect is a result of abuse, misuse, improper maintenance, accident or the negligence, willful misconduct or fraud of any party other than Sherlock; (iii) the Product's failure to conform to Sherlock's Warranty was due in whole or in part to other conditions beyond the control of Sherlock; (iv) any repairs, alterations or other work has been performed by Customer or others on such Product (other than work performed with Sherlock's prior written authorization and in accordance with Sherlock's approved procedures). Without limiting the foregoing, Sherlock's Warranty does not extend to damage to Products or other items resulting in whole or in part from the use of components, accessories, parts or supplies that are not furnished by Sherlock.

2.1.5 THE WARRANTY IS EXCLUSIVE REGARDING THE PRODUCTS AND IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY STATUTES OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED.

2.1.6 SHERLOCK'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY SHALL BE, AT SHERLOCK'S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO REFUND THE PURCHASE PRICE BY CREDITING CUSTOMER'S ACCOUNT FOR THE NON-CONFORMING PRODUCT. In addition, Sherlock shall reimburse Customer for its reasonable documented shipping costs of returning the non-conforming Product(s), as well as assume all risk of loss or damage to such non-conforming returned Product(s) while in transit. In the event that no breach of Warranty is discovered by Sherlock upon receipt of any returned Product(s), to the extent practicable such Product(s) will be returned to Customer at Customer's expense, and Customer shall reimburse Sherlock for the transportation charges, labor and associated charges incurred in inspecting or testing the allegedly non-conforming Product(s).

2.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHERLOCK SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY OR ENTITY UNDER THESE TERMS AND CONDITIONS, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR

OTHER THEORY, THAT ARE OR INCLUDE (A) PROXIMATE, ACCIDENTAL, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT OR SIMILAR DAMAGES OR (B) LOST PROFITS OR LOST REVENUES, EVEN IF SHERLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHERLOCK'S TOTAL LIABILITY, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, WILL NOT EXCEED, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO SHERLOCK BY CUSTOMER HEREUNDER WITH RESPECT TO THE PRODUCT THAT GAVE RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

3. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend, and hold harmless Sherlock, its affiliates and subsidiaries, and the officers, directors, employees, agents and insurers of each of them (individually and/or collectively, "Sherlock Indemnitees"), from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) which may be sustained or incurred by Sherlock Indemnitees, arising from, in connection with or as a consequence of (i) any negligent or wrongful act or omission by Customer; (ii) Customer's use or sale of the Products, except to the extent that such suit or demand arises out of the failure of the Products to meet Sherlock's Warranty; and/or (iii) Customer's improper handling or storage of Product(s). Customer will provide Sherlock with the opportunity to participate in the defense and settlement of such claim. No settlement of such claim shall be made unless such settlement provides a complete and unconditional release of Sherlock. Sherlock has the right to approve counsel or be represented by independent counsel of its own selection.

4. **ATTORNEYS' FEES.** In the event legal action is brought to enforce the provisions contained herein, the prevailing Party shall be entitled to recover its reasonable and actual attorneys' fees and costs.

5. **ORDERING INFORMATION.**

5.1 Purchase Orders. Sherlock requires that Customer submit all orders to Sherlock through the Integrated DNA Technologies, Inc. (hereinafter "IDT") website located at idtdna.com.

5.1.1 The following information is requested and must be validated by Customer on every purchase order:

- Account number
- Customer name
- Complete delivery address
- Purchase order number
- Contact name and telephone number
- Product code number
- Quantity

5.1.2 When using a purchase order form, only the information set forth in Section 5.1.1 shall apply to Sherlock. Any purchase order terms and conditions, and/or modifications regarding pricing or general ordering information, contained in such purchase orders shall have no effect. Customer acknowledges and agrees that these Terms and Conditions supersede the terms and conditions of any purchase order or other documentation used by Customer and, except for delivery and billing addresses, and types and quantities of items ordered, any conflicting or additional terms are void and have no effect.

5.1.3 All orders are subject to acceptance by Sherlock.

5.2 Licenses. Customer hereby represents and warrants that it has any and all current licenses required to purchase such Products and agrees that this representation is material consideration for purchasing Products from Sherlock and that Sherlock is relying on such representation. Upon Sherlock's request, Customer shall forward a copy of such licenses to Sherlock.

6. SHIPPING INFORMATION.

6.1 Scheduled Delivery Dates/Delivery Delays. Shipping dates that Sherlock may provide to Customer, through its sales agent IDT, are approximate only and are estimated from the date of receipt of order. Sherlock reserves the right to instruct IDT to revise shipping estimates to reflect conditions in effect on or before the date on which an order is scheduled to be shipped. Sherlock shall use its reasonable commercial efforts to fill and ship accepted orders on or before the estimated shipping date, however, Sherlock will not be liable for any loss or damage associated with a delay or failure of shipment or delivery of Product for any reason. In any event, receipt of Product by

Customer shall constitute acceptance and waiver of any and all claims due to delay.

6.2 Nonperformance. Without limiting the foregoing, Customer agrees that Sherlock will not be liable for any loss or damages that may result from nonperformance caused by manufacturing problems, discontinuation of a product line, acts of Customer, and/or by reason of any "Force Majeure Event" as more particularly described and defined in Section 8 of these Terms and Conditions. Customer agrees and understands that under any such circumstances, Sherlock may, subject to Sherlock's discretion and without liability to Customer, allocate available Products (including Products subject to these Terms and Conditions) among all its Customers without liability.

6.3 Inspection and Acceptance of Product at Delivery. Customer shall be responsible for visually inspecting and counting all Product(s) received prior to acceptance of delivery from the carrier. Any exception must be noted on both the packing list accompanying the shipment and the carrier's freight bill or bill of lading and must be signed by Customer. The carrier should countersign the packing list and the carrier's freight bill or bill of lading. Customer shall notify Sherlock of any delivery exceptions (*e.g.*, shortage, damage, picking error, warehouse error, Customer error, overage, labeling error, and order entry error) within 5 business days of receipt of shipment for credit eligibility consideration in accordance with Sherlock's Return Goods Policy (set forth in Section 6.9).

6.4 Shipping and Handling Charges. Customer is responsible for freight and Special Services charges for all Products when Customer requests Expedited Orders processing and delivery.

6.5 Proof of Shipment/Delivery. Customer must maintain Sherlock's invoice and packing list, each of which will be provided by IDT as its proof of shipment and delivery. Customer must request proof of delivery from Sherlock within thirty (30) days of receipt in order to obtain clear documentation from the carrier. After this period, the shipment shall be deemed undisputed and the full invoice amount for such shipment will be due and payable.

6.6 Shipping Terms/Risk of Loss. Except as otherwise permitted herein, Product is shipped FCA IDT's facility (Incoterms 2020), and the risk of loss on any Product shall pass to Customer when Customer receives the Product. Notwithstanding the foregoing, all

Product shipped to addresses in Alaska or Hawaii will be subject to a 20% price premium above contracted price to cover shipping and handling charges.

6.7 Title. Title to all Products shall pass to Customer upon receipt by Customer.

6.8 Product Recall. Sherlock will notify Customer promptly upon the occurrence of a Recall for any Products purchased by Customer directly from Sherlock. Sherlock shall be responsible for implementing the Recall and upon Sherlock's reasonable request, Customer shall fully cooperate with Sherlock to implement the Recall. The Product subject to Recall shall be deemed non-conforming and Sherlock shall pay to Customer, in addition to the amounts set out in Section 2.1.6, Customer's reasonable, documented out-of-pocket expenses incurred in connection with such Recall, provided such expenses are preapproved by Sherlock. "Recall" shall mean any action by Sherlock or any governmental authority whether voluntary or involuntary, to recover title to or possession of Product sold or shipped, including Product recalls, market withdrawals, and field corrective actions.

6.9 Return Goods Policy. To initiate a return, Customer may contact IDT on behalf of Sherlock via IDT's Customer and Technical Support. Subject to approval by Sherlock (in its sole discretion), Customer will receive a required RMA number which must accompany all approved returns.

7. BILLING AND PAYMENT INFORMATION.

7.1 Prices. Products are priced at the amount indicated for the selling unit of measure.

7.2 Taxes. Customer shall be responsible for payment of all applicable state and/or local sales, use, and/or gross receipts tax receipts resulting from its transactions with Sherlock. Customers claiming an exemption from taxation are required to provide valid certification to Sherlock's Customer Master Team supporting its claim of exemption.

7.3 Invoices. Product is invoiced by IDT on behalf of Sherlock after it is shipped to Customer. Notwithstanding the foregoing, Sherlock reserves the right to demand payment before shipping Product. Questions regarding invoices should be directed to Sherlock. Sherlock shall cause IDT to send all invoices

electronically and Customer must have the capability to receive invoices electronically.

7.4 Payment Terms. Payment terms are net thirty (30) days from date of invoice ("Due Date"). IDT must receive payment on behalf of Sherlock at the "Remit To" address listed on the invoice on or before the Due Date to be considered as received on time. Customer shall pay Sherlock a service charge of 1.5% per month (18% per year) or the highest amount allowed by law, if lower, on all past due amounts. Additionally, Sherlock reserves the right to require payment in advance of shipment.

7.5 Disputes Regarding Invoices. All disputes regarding invoices, with the exception of delivery exceptions as defined in Section 6.3, must be submitted to Sherlock within thirty (30) days after the date of invoice. All disputes or rights are waived unless Customer's complaint has been filed within such time period. Only amounts that are disputed may be withheld from payment pending resolution. Any portion of an invoice not in dispute must be remitted within the timeframe specified within these Terms and Conditions. If Customer disputes an invoice or portion of an invoice and such dispute is invalid or incorrect, Customer will pay additional charges referenced above (in Section 7.4) on any unpaid amounts in dispute. Such charges will begin to accrue on the date payment was originally due. If Customer and Sherlock are unable to resolve a disputed invoice, then Section 9 shall govern.

7.6 Discounts. Customer and Sherlock intend that these Terms and Conditions shall be administered in accordance with the provisions of the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) ("AKS"). To the extent that any discounts and/or rebates are issued by Sherlock and received by Customer with respect to Products under these Terms and Conditions, such discounts and/or rebates may be considered "discounts or other reductions in price" under 42 U.S.C. § 1320a-7b(b)(3)(A) of the AKS. To the extent required by the AKS or the Discount Safe Harbor regulations, 42 C.F.R § 1001.952(h) et seq., Customer shall fully and accurately disclose such discounts and other reductions in price in accordance with the applicable state or federal cost reporting requirements. Sherlock will provide Customer with sales and discount information to allow Customer to comply with this Section 7.6 and the Discount Safe Harbor, including sufficient discount, rebate and/or other pricing information that may be applicable to enable Customer to accurately report its costs for all purchases of

Sherlock Products and services made pursuant to these Terms and Conditions.

8. **FORCE MAJEURE.** Sherlock shall not be liable for nonperformance or delays caused by strikes, lockouts, concerted acts of workers or other industrial disturbances, fires, explosions, floods, or other natural catastrophes, civil disturbances, riots, or armed conflict, whether declared or undeclared, curtailment, shortages of power or materials, rationing, or allocation, of normal sources of supply, labor, materials, transportation, energy, or utilities, accidents, acts of God, sufferance of or voluntary compliance with acts of government or governmental regulation, (whether or not valid) embargoes, or any other cause not specified above which is beyond the commercially reasonable control of Sherlock (a "Force Majeure Event"). Customer agrees that in the event of any of the foregoing, Sherlock may, subject to Sherlock's good faith discretion and without liability to Customer, allocate the distribution of any of its Products (including the Products subject to these Terms and Conditions) among its Customers.

9. **ARBITRATION.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the Boston, Massachusetts, before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this

paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

10. **DEBARMENT.** To the best of Sherlock's knowledge, neither Sherlock nor any of its officers, U.S. employees, or directors are: (i) currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs"); (ii) has been convicted of a criminal offense related to the provision of healthcare items or services during the last five years; or (iii) has been excluded, debarred or otherwise declared ineligible to participate, during the last five years, in the Federal Healthcare Programs. Sherlock will take prompt steps to correct any known non-compliance with any exclusion law or regulation and will notify Customer if it becomes aware of any such exclusion that likely will impact Customer's reimbursement from the federal government. If Sherlock becomes excluded from participating in the federal health care programs, this will be considered a material breach of this Agreement.

11. **ADDITIONAL OBLIGATIONS OF CUSTOMER.**

11.1 Own Use; No Reselling. Customer represents and warrants that all purchases made by Customer under these Terms and Conditions are for its "own use" under *Abbott Laboratories v. Portland Retail Druggists Association*. Except as required by ambulance restocking laws, Customer agrees that it will not resell or otherwise transfer any Products, in their original form, to any reseller, distributor or end-user. Customer represents and warrants that it will not knowingly use, resell or distribute any Product directly or indirectly for use in lethal injection protocols for capital punishment.

11.2 Restrictions on Use. Customer represents and warrants that Customer will only use the Product(s) strictly in accordance with the instructions for use and in accordance with the label. Customer is solely responsible for making sure that the way Customer uses the Product(s) complies with applicable laws, rules, regulations and governmental policies and for obtaining all necessary approvals, intellectual property rights, licenses and permissions that Customer may need related to such use.

11.3 No Export or Transfer. Customer will not export, re-export or otherwise transfer, directly or indirectly, any Products except as authorized by United

States law. In particular, but without limitation, Products may not be exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals ("SDN"), the U.S. Department of Commerce Denied Person's List or Entity List ("DPL"), or the U.S. Department of Health and Human Services List of Excluded Individuals and Entities ("LEIE"). Customer also represents and warrants that it is not listed on the SDN, DPL or LEIE or any other similar prohibited/restricted list issued by the US or other governmental entity and will not use the Products for any purposes prohibited by applicable law.

11.4 **No Reverse Engineering.** Customer will not, and will not permit any third party to:

11.4.1 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any Product or Equipment (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); or

11.4.2 modify, translate, or create derivative works based on any Product or Equipment.

11.5 **Intellectual Property.** Sherlock alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Products or Equipment, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Products and/or Equipment, which are hereby assigned to Sherlock. Customer will not, and will not permit any third party to, copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement

12. **CONFIDENTIALITY.** Except as may be required by law, Customer and Sherlock shall not for a period of 3 years after the termination of this Agreement use, publish or disclose any confidential or proprietary information disclosed by one party to another in connection with this Agreement ("Confidential Information"). Notwithstanding the foregoing, the Customer and Sherlock may use or disclose Confidential Information as reasonably required to conduct their business provided that the party receiving the Confidential Information is bound by confidentiality provisions as least as strong as those in this Agreement. The foregoing confidentiality obligations shall not apply to any information which (i) is generally available to the

public; (ii) was made available to other third persons on a non-confidential basis prior to the executed of this Agreement; (iii) is available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information or (iv) is required by law, subpoena or court order to be disclosed. A party disclosing Confidential Information pursuant to Section 12 (iv) must notify the other party as soon as reasonably practicable of such requirement to disclose and cooperate with the other party in protecting against disclosure or obtaining a protective order.

13. **RELIANCE; WAIVER.** Each Party expressly disclaims reliance on any representation, inducement or promise not set forth herein or in another signed agreement between the Parties. Any waiver of any of the provisions of this Agreement shall not constitute a waiver of any other provision, nor shall it constitute a continuing waiver.