

MISSION BIO CHARTER CUSTOMER PROGRAM TERMS AND CONDITIONS

1. **General:** These Charter Customer Program Terms and Conditions (the "**Agreement**") are entered into by and between Mission Bio, Inc. ("**Lessor**") and the person or entity identified in Lessor's sales quote (the "**Quote**") (such person or entity "**Lessee**") and, together with the Mission Bio Terms and Conditions of Sale attached hereto (the "**Product Terms**"), constitute the entire agreement for the use by Lessee of the hardware described in the Quote (the "**Hardware**"). This Agreement supersedes all previous communications, representations, and agreements between Lessee and Lessor with respect to the subject matter hereof. This Agreement may not be amended or qualified except in a writing signed by Lessee and Lessor. Your use of the Hardware constitutes your acceptance of this Agreement as Lessee. In the event of any conflict between the Product Terms and this Agreement with respect to Lessor products ("**Products**"), this Agreement will control with respect to Lessee's obligation to purchase the Specified Quantity of Products, and the Product Terms will control with respect to all other matters relating to the Products.

2. **Term:** For purposes of this Agreement, "**Term**" means that period of time set forth in the Quote, or such shorter period ending upon the Lessee's exercise of the Purchase Option.

3. **Purchase Option; Limited Right to Use:** Lessee shall have the option to purchase the Hardware upon payment to Lessor of the purchase price set forth in the Quote (the "**Purchase Option**"). Upon Lessee's exercise of the Purchase Option, the Hardware shall be deemed a Product, the purchase and use of which is subject to the Product Terms. Unless Lessee exercises the Purchase Option, the Hardware shall at all times be the sole and exclusive property of Lessor, and nothing set forth in this Agreement shall be deemed to be a grant by Lessor to Lessee of any rights or interests in or to the Hardware, other than the bare right to use Hardware as provided herein.

4. **Restrictions on Use:** Lessee will not (i) use the Hardware in any manner that may harm or endanger any person; (ii) alter or modify the Hardware; (iii) use the Hardware in any manner inconsistent with its intended use and operation; (iv) use the Hardware outside of its standard operating parameters or without following its standard safety and operating procedures; (v) use the Hardware in violation of any applicable laws or regulations; (vi) use the Hardware for any purpose which Lessor, in its reasonable discretion, deems to be illegal, immoral, or dangerous; (vii) permit any third party to operate the Hardware; (viii) permit or otherwise cause the Hardware to be subject to any security interest, lien, or other encumbrance of any kind, or (ix) otherwise use the Hardware in any manner which may result in (a) damage to the Hardware, or (b) injury to Lessor or any person.

5. **Usage Guidelines:** Lessee shall be responsible for all damage to the Hardware during the Term and shall pay to Lessor or cause to be paid to Lessor the value of the Hardware, or any part thereof, in the case of any such damage. Lessee shall keep the Hardware in good condition aside from reasonable and normal wear and tear and shall, at its own cost and expense, make all repairs and replacements

necessary for its preservation in such condition. All replacement of parts, additions, repairs and accessories for the Hardware shall become a part thereof and shall be the property of Lessor. Without limiting the generality of the foregoing, the parties expressly acknowledge and agree that Lessee bears the risk of loss, damage to or destruction of the Hardware, or any part thereof, whether resulting from fire, theft, governmental action or any other cause. Lessor shall have no obligation whatsoever, pursuant to this Agreement or

otherwise, to make or perform any alterations, improvements, repairs, replacements and/or maintenance of any kind to or with respect to the Hardware. Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Hardware. In addition, Lessee shall pay all ad valorem taxes assessed against the Hardware and all sales or use taxes payable as a result of this Agreement. In the event that Lessor actually pays any such costs, expenses or taxes, Lessee shall repay the full amount thereof to Lessor on demand.

6. **Minimum Order of Products; Payment:** In consideration of the right to use the Hardware, Lessee agrees to purchase the quantity of Products set forth in the Quote (the "**Specified Quantity**"), at the prices set forth in the Quote during the Term. If the price(s) for the Products are not set forth in the Quote then the prices(s) shall be Lessor's then-current price(s). Unless otherwise set forth in the Quote, all amounts shall be paid at the time Lessor makes the Products and Hardware available for pickup by Lessee. Subject to the foregoing, the Product Terms shall apply to all such purchases of Products by Lessee. Lessee shall remain obligated to purchase and pay for the Specified Quantity of Products during the Term notwithstanding whether Lessee elects to exercise the Purchase Option.

7. **Default and Termination:** (a) In the event that Lessee shall default with respect to any of the agreements, covenants or obligations of Lessee set forth in this Agreement, including but not limited to failure to purchase or pay for the Specified Quantity of Products, then and in such event, Lessor shall have the right, at Lessor's option and without any obligation or requirement to give notice thereof to Lessee or to provide any grace period to Lessee in connection therewith, to exercise any and all rights and remedies available to Lessor as a result of such default by Lessee pursuant to this Agreement or at law or in equity, including, without limitation, the right to terminate this Agreement and to seek damages against Lessee.

(b) Lessor shall have the right to terminate this Agreement at any time during the Term in the event (i) Lessee is in default as provided in Section 7(a), (ii) bankruptcy or insolvency proceedings are commenced by or against Lessee; or (iii) a receiver is appointed for the business of Lessee; or (iv) Lessee ceases to do business as a going concern. Termination will be effective immediately upon notice by Lessor. In the event of any termination of this Agreement pursuant to Section 7(b), Lessee shall not be released from the payment of damages sustained by Lessor, nor shall Lessor be prejudiced from pursuing any other remedies which Lessor otherwise might be entitled.

(c) The obligations set forth in Sections 7(b), 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, as well as any outstanding payment or reimbursement obligations of Lessee under this Agreement, shall survive any expiration or termination of this Agreement. Upon any termination or expiration of this Agreement, Lessee shall immediately cease all use of the Hardware and return the Hardware to Lessor.

8. **Lessor Trademark Rights:** Lessee agrees that Lessee is granted no rights to Lessor's name, logos, or any image of the Hardware, and shall not use any of the foregoing in any promotional materials, commercial advertisements or similar materials, including disclosing that Lessee used the

Hardware, without the written consent of Lessor. Lessee acknowledges that Lessee's use of the Hardware is not an endorsement by Lessor of Lessee's products, services or activities.

9. **Waiver of Liability:** Lessee acknowledges and agrees that the Hardware may have errors in operation,

malfunction, produce inaccurate results, or otherwise fail in its intended operation (collectively, "**Hardware Problems**"). Lessor shall not in any way be liable or responsible for Lessee's use or reliance on any data generated by the Hardware or Lessee's use, distribution, or publication of any other results stemming from the use of the Hardware.

10. Disclaimer: LESSOR MAKES NO, AND HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE, WHICH IS PROVIDED "AS IS" AND "WITH ALL FAULTS". LESSOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

11. Limitation of Liability: IN NO EVENT SHALL LESSOR OR ANY OF ITS SUPPLIERS BE LIABLE FOR COSTS OF PROCURING SUBSTITUTE HARDWARE, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE HARDWARE, REGARDLESS OF WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT LIABILITY OR OTHERWISE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST LESSEE. IN NO EVENT WILL THE TOTAL LIABILITY OF LESSOR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LESSEE TO LESSOR UNDER THIS AGREEMENT FOR THE SPECIFIED QUANTITY OF PRODUCTS.

12. Indemnity by Lessee: Lessee shall indemnify, defend, and hold harmless Lessor and its affiliates and suppliers, and their officers, directors, employees, agents and contractors ("**Indemnified Entities**") from and against all damages, liabilities, expenses, and fees arising out of or in connection with any claim or suit ("**Claims**") asserted against the Indemnified Entities based on (a) Lessee's use or misuse of the Hardware, (b) any breach or default in the performance of Lessee's obligations under this Agreement, (c) any negligence or willful misconduct of Lessee or any of its

affiliates, agents, representatives, employees, contractors, or customers, or (d) Hardware Problems, even if such Claim arises due to an Indemnified Entity's negligence or actions or omissions. Lessee's indemnification and hold harmless obligations shall extend to and include all costs and expenses, including reasonable attorney's fees, incurred by any Indemnified Entity in the defense of any Claims.

13. Insurance: Lessee at its sole cost and expense shall maintain insurance during the Term, sufficient to cover the Hardware and Lessee's use thereof, including, without limitation workers' compensation insurance with no less than the minimum limits required by law, and commercial general

liability insurance, with a minimum limit of not less than \$2,000,000 per occurrence for bodily injury and property damage. The commercial general liability insurance policy shall name Lessor, its officers, directors, employees, managers, agents, invitees and contractors ("**Lessor Entities**"), as additional insureds; insure on an occurrence and not a claims-made basis; and be issued by insurance companies which have a rating of not less than policyholder rating of A- and financial category rating of at least Class VIII in "Best's Insurance Guide". Certificates of insurance showing the limits of coverage required hereunder and showing Lessor Entities as an additional insured, along with reasonable evidence of the payment of premiums for the applicable period, shall be delivered to Lessor by Lessee prior to commencement of the Term. The Hardware insurance obtained by Lessee shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Lessor, and its officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Lessor shall not be liable to Lessee for loss or damage caused by any risk insured against under Hardware insurance required to be maintained hereunder, and Lessee waives any claims against Lessor for such loss or damage. The failure of Lessee to insure its property shall not void this waiver.

14. Governing Law: This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the State of California, U.S.A., without regard to provisions on the conflicts of laws. Lessee and Lessor consent to the exclusive jurisdiction of, and venue in, the state and federal courts of San Francisco, California, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

15. Waiver: All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

16. Force Majeure: Lessor shall not be in default by reason of any failure in performance of its obligations if such failure arises out of causes beyond the control (whether caused directly or indirectly) of Lessor, including, without limitation, Acts of God or of the public enemy; acts of government; riots; fires; earthquake; floods; epidemics; quarantine restrictions; embargoes; strikes; labor difficulties; unusually severe weather; shortages in labor, fuel, materials and supplies; or any combination thereof.

17. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, that provision will be deemed modified to the extent necessary to make it enforceable and the remaining provisions hereof shall be unaffected and remain in full force and effect.

MISSION BIO TERMS AND CONDITIONS OF SALE

1. **General:** These terms and conditions of sale (the "**Agreement**") are entered into by and between Mission Bio, Inc. ("**Seller**") and the person or entity identified in Seller's sales quote (the "**Quote**") (such person or entity "**Buyer**") and constitute the entire agreement for the purchase and sale of the products described in the Quote (the "**Products**"). This Agreement supersedes all previous communications, representations, and agreements between Buyer and Seller. This Agreement may not be amended or qualified except in a writing signed by Buyer and Seller. Your use of the Products constitutes your acceptance of this Agreement as Buyer.

2. **Limited Use; Resale Prohibited:** The Products are sold for use in unmodified form by Buyer solely for the authorized use identified in the Quote (the "**Authorized Use**"), and all other uses are strictly prohibited. Buyer agrees to only use the Products for the Authorized Use and agrees that it will not (and will not permit any third party to) modify the Products, reuse any cartridges of the Products, resell the Products, or undertake any other activity expressly prohibited by Seller. Any breach of the forgoing will constitute an infringement of Seller's intellectual property rights and Seller reserves all rights and remedies available to it.

3. **Payment:** Buyer shall pay for the Products in the amounts set forth in the Quote. If the price(s) for the Products are not set forth in the Quote then the prices(s) shall be Seller's then-current price(s). Unless otherwise set forth in the Quote, all amounts shall be paid at the time Seller makes the Products available for pickup by Buyer. Late payments shall incur a charge at the rate of one and one-half percent (1.5%) per month, or the maximum allowed by law, whichever is less. All prices exclude any sales, use, excise, import, export, value added, or other similar taxes or governmental charges, and all shipping and insurance costs, which shall be payable by and the responsibility of Buyer.

4. **Shipment, Title and Delivery:** All sales of the Products are made F.O.B. (as defined in U.C.C. § 2-319) Seller's facility. Seller will not be responsible for any shipping of the Products. At the time the Products are delivered to Buyer or an agent of Buyer, including common carrier, title and risk of loss of the Products shall pass to Buyer and Seller is not responsible for any subsequent delay in transportation or non-delivery of the Products. Buyer shall provide whatever insurance against loss or damage it considers necessary once the Products leave Seller.

5. **Warranty:** Seller warrants to Buyer that the Products will be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date Seller makes the Products available for pickup by Buyer. This warranty obligation is limited to repairing or replacing, at Seller's option, any Products which are returned to Seller within the warranty period with transportation charges prepaid and which, based on an examination by Seller, are determined by Seller to be defective. This warranty shall not apply to any Products which have been repaired or altered in any way by anyone other than Seller or which have been subject to misuse, abuse, negligence, or accident. Nothing herein shall be construed as providing or intending to provide a warranty to any third party.

6. **Disclaimer:** EXCEPT AS PROVIDED IN SECTION 5 HEREOF, SELLER MAKES NO, AND HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, WHICH ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". SELLER AND ITS SUPPLIERS EXPRESSLY DISCLAIM WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THIS

DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

7. **Limitation of Liability:** IN NO EVENT SHALL SELLER OR ANY OF ITS SUPPLIERS BE LIABLE FOR COSTS OF PROCURING SUBSTITUTE PRODUCTS, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE PRODUCTS, REGARDLESS OF WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT LIABILITY OR OTHERWISE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. IN NO EVENT WILL THE TOTAL LIABILITY OF SELLER UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER UNDER THIS AGREEMENT FOR THE PRODUCT(S) AT ISSUE.

8. **Indemnity by Buyer:** Except to the extent a claim is based on a Product that does not conform to the warranty set forth in Section 5 hereof, Buyer will indemnify, defend, and hold harmless Seller and its affiliates and suppliers, and their officers, directors, employees, agents and contractors ("**Indemnified Entities**") from and against all damages, liabilities, expenses, and fees arising out of or in connection with any third party claim or suit asserted against the Indemnified Entities based on Buyer's use or misuse of the Products.

9. **Right of First Refusal:** Before Buyer may manufacture, use, sell, commercialize, or otherwise exploit any enhancement or improvement to a Product (an "**Improvement**"), or grant a third party right to do so, Buyer must promptly notify Seller of such Improvement and offer Seller the exclusive right to undertake such manufacture, use, sale, commercialization, or exploitation under commercially reasonable terms, which terms must be at least as favorable to Seller as the best terms offered by Buyer to any third party.

10. **Governing Law:** This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the State of California, U.S.A., without regard to provisions on the conflicts of laws. Buyer and Seller consent to

the exclusive jurisdiction of, and venue in, the state and federal courts of San Francisco, California, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11. **Waiver:** All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

12. **Force Majeure:** Seller shall not be in default by reason of any failure in performance of its obligations if such failure arises out of causes beyond the control (whether caused directly or indirectly) of Seller, including, without limitation, Acts of God or of the public enemy; acts of government; riots; fires; earthquake; floods; epidemics; quarantine restrictions; embargoes; strikes; labor difficulties; unusually severe weather; shortages in labor, fuel, materials and supplies; or any combination thereof.

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