

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 foregoing 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.

13. 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.