

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“T&Cs”) CAREFULLY BEFORE PLACING AN ORDER FOR OR REQUESTING ANY MATERIALS FROM CODEXIS. BY ORDERING OR REQUESTING MATERIALS FROM CODEXIS, YOU ARE AGREEING TO BE BOUND BY THESE T&Cs, WHICH SHALL SUPERSEDE ANY PURCHASE ORDER T&Cs FROM BUYER.

1. **Scope.** These T&Cs apply to ecoRNA ligase enzyme and corresponding materials, including know-how and protocols (the “Materials”) provided by Codexis, Inc. or its affiliates (“Codexis”) to you (“Buyer”). Unless otherwise agreed between Codexis and Buyer in writing, the terms contained in these T&Cs supersede any other agreements, purchase orders, or terms and conditions of Buyer. By ordering the Materials, you agree to be bound by these T&Cs. Information or recommendations regarding Materials are supplied under the condition that Buyer will make its own determination as to its suitability prior to use. In no event will Codexis be responsible for damages of any nature whatsoever resulting from Buyer’s use of or reliance upon information or recommendations or the Materials to which they relate.
2. **Permitted Use of Materials; Restrictions; Compliance with Laws.** Except as otherwise indicated herein, Buyer may use the Materials only for research purposes solely for testing with one or more sequences that Buyer owns (“Buyer’s Sequence(s)”) in accordance with all applicable laws, rules, and regulations, including, without limitation, those administered by the Food and Drug Administration or European Medicines Agency (the “Permitted Use”). Buyer shall not use Materials directly in humans or animals. Any product generated through use of Materials is for research use only and can be used in animals but not humans. Buyer shall not permit any third party to, (i) attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine the biological, chemical or physical structure or composition of the Materials; (ii) copy, alter, modify or otherwise design or create any variant or derivative of any of the Materials; (iii) transfer, sell, disclose or otherwise provide access to any of the Materials to a third party. However, Buyer may transfer or provide access to the Materials to its controlled affiliates and subsidiaries and/or its/their contract research or manufacturing subcontractors (each a “Buyer-Controlled Third Party” and collectively the “Buyer-Controlled Third Parties”) solely for the testing of Buyer’s Product, subject to these T&Cs and upon prior written notice to Codexis, and upon written approval by Codexis, which consent will not be unreasonably withheld. Buyer shall not immobilize, stabilize or modify, add to or otherwise alter any of the Materials in a manner that would permit Buyer or a Buyer-Controlled Third Party to re-use the Materials. Buyer shall and shall cause the Buyer-Controlled Third Parties to, strictly comply with these T&Cs, any other instructions for use as provided by Codexis, and any and all laws, regulations and rules applicable to the use, handling and shipping of the Materials. Notwithstanding anything to the contrary herein, Buyer is not permitted in any case to use any Materials to develop or produce (1) vaccines, (2) plants, (3) human therapeutic proteins, or (4) microbes for the treatment of plants as biopesticides or as treatment for plant seed protection or enhancement. ALL MATERIALS ARE FOR RESEARCH USE ONLY.
3. **Payment and Returns.** Unless otherwise agreed in writing by Codexis and Buyer, (i) Materials are sold EXW (per INCOTERMS 2020) the Material dispatch location and (ii) all invoices shall be paid to Codexis within thirty (30) days from date of invoice, and (iii) payment shall be in U.S. dollars. Title and risk of loss shall transfer to Buyer from Codexis or Manufacturer upon making the Materials available at the Material dispatch location. All Materials are billed based on the price list prevailing at the time of acceptance of the order by Codexis or, in the absence of any price list, at the price specified by Codexis. Any taxes, duties, customs, inspection or testing fee imposed by any governmental authority shall be paid by Buyer. Buyer shall notify Codexis in writing at sales@codexis.com within five (5) calendar days of receipt of Materials of any claim that the Materials are not viable, contaminated or otherwise defective. Codexis’ sole obligation shall be, in its sole discretion, to replace such Materials without charge.
4. **Security.** If payment is not made as provided herein, or if Buyer’s financial responsibility becomes unsatisfactory to Codexis, Codexis may, at its option: (a) elect to withhold future deliveries of Materials to Buyer until such breach has been cured or Buyer’s financial responsibility has been established to Codexis’ satisfaction; (b) require payment in advance as to future deliveries; or (c) demand return from Buyer of any Materials for which payment has not been made. If deliveries of Materials are to be made in installments, the purchase price of each installment shall, at Codexis’ option, be recoverable as a separate sale. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Codexis under contract or applicable law. Buyer agrees to pay Seller interest at the rate of 1.5% per month (or such lesser rate allowable under applicable law) on any delinquent invoices.
5. **Intellectual Property.** Subject to the terms and conditions of these T&Cs, Codexis hereby grants to Buyer a non-exclusive, royalty-free, fully paid-up, worldwide research-use-only license under Codexis’ intellectual property rights in the Materials to use the Materials solely for the Permitted Uses. Buyer owns all right, title and interest in Buyer’s Sequence(s) and intellectual property rights arising solely from Buyer’s use of the Materials with Buyer’s Sequence(s) (which do not incorporate or consist of the Materials) pursuant to these T&Cs (collectively, the “Product Improvements”). For clarity, Buyer acknowledges and agrees that Codexis owns and shall solely own all right, title and interest in all intellectual property rights in the Materials and all methods, processes, procedures, and techniques or improvements arising from the use of the Materials that are not Product Improvements. Except as expressly set forth in these T&Cs, nothing in these T&Cs shall be deemed to grant or assign to Buyer any rights under any intellectual property or other proprietary rights of Codexis or its affiliates. For clarity, Buyer and the Buyer-Controlled Third Parties shall not file any patent applications covering any intellectual property rights arising from the use of the Materials other than the Product Improvements or that would interfere with Codexis’ sale or use of the Materials. In the event that Buyer or Buyer-Controlled Third Parties obtain any patent rights in violation of these T&Cs, in addition to and not limiting any other remedies available to Codexis, Buyer shall grant, and hereby does grant, and Buyer shall cause the Buyer-Controlled Third Parties to grant, to Codexis and its affiliates a perpetual, transferable, irrevocable, sublicensable, royalty-free, fully paid-up, worldwide, non-exclusive right and license under any such patent rights.
6. **Biological and/or Chemical Properties.** Buyer acknowledges and agrees that the Materials may have biological and/or chemical properties that are unknown and unpredictable at the time of transfer, that they are to be used with caution and prudence, and are not to be used for any purpose other than a Permitted Use. Except as otherwise agreed in writing by an authorized representative of Codexis, Buyer and the Buyer-Controlled Third Parties may not use any of such materials in the diagnosis or treatment of any disease or condition in humans. Materials are not Good Manufacturing Practice (GMP) grade.
7. **Publication.** Buyer shall not publish any data or results of use of the Materials without the prior written consent of Codexis, which consent is solely at the discretion of Codexis. In the event that the Materials were provided to Buyer free of charge, Buyer shall share any and all data and/or results of use of the Materials and hereby grants permission to Codexis to publish any and all data and/or results of Buyer’s use of the Materials.
8. **Limited Warranty and Disclaimer of Warranties.** Codexis warrants that the Materials will conform to the technical specifications provided in our catalogue and literature accompanying the Materials until their respective expiration dates (if stated) or up to their respective number of uses (where specified), or three (3) months from the date of receipt of such Materials, whichever comes first. **Disclaimer of Warranties.** CODEXIS AND/OR ITS AFFILIATES ARE PROVIDING THE MATERIALS “AS IS,” WITH NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MATERIALS THEMSELVES OR THE USE THEREOF IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.
9. **Indemnification; Limitation of Liability.** Buyer shall indemnify, defend and hold Codexis and its affiliates, agents, employees, officers and directors harmless from and against any and all liability, damage, loss, cost or expense (including without limitation, attorneys’ fees) arising out of claims or suits (including fines, penalties, duties, taxes, or any other charges imposed or assessed by any state, federal, foreign or other authority) related to (a) the export, import, transport, use, storage, or handling of the Materials by or on behalf of Buyer and/or the Buyer-Controlled Third Parties; (b) any breach by Buyer and/or the Buyer-Controlled Third Parties of these T&Cs; and/or (c) Buyer’s or Buyer-Controlled Third Parties’ use, manufacture or commercialization of Buyer’s Sequence(s). Codexis’ total liability to Buyer shall not exceed the amount (if any) received by Codexis in exchange for the Materials. For the avoidance of doubt, if Codexis has not received any cash consideration from Buyer in exchange for the Materials, then Codexis shall have no monetary liability under these T&Cs. IN NO EVENT SHALL CODEXIS OR ANY OF ITS AFFILIATES BE LIABLE TO BUYER OR ANY OF ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, EVEN IF A REPRESENTATIVE OF CODEXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Miscellaneous.** These T&Cs constitute and contain the entire understanding and agreement of Codexis and Buyer with respect to the subject matter hereof. These T&Cs supersede any and all prior and contemporaneous oral negotiations, understandings or any purchase order or similar document issued by Buyer to Codexis, regarding such subject matter. No waiver, modification or amendment of any provision of these T&Cs will be valid or effective unless made in writing and executed by a duly authorized representative of each party. A waiver by any party of any of the terms and conditions of these T&Cs in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof.
11. **Governing Law.** These T&Cs shall be governed by and interpreted in accordance with the laws of the State of California, USA, excluding conflict of laws principles. Any breach of these T&Cs by a Buyer-Controlled Third Party shall be deemed a breach by Buyer. In addition, Codexis shall have the right to enforce these T&Cs on behalf of Buyer against any such subcontractor in breach hereof. In the event of any breach of these T&Cs by Buyer or any subcontractor of Buyer, Codexis has the right to terminate the license in Section 6 upon written notice to Buyer.