

MUSE BIO TERMS AND CONDITIONS OF SALE

These Terms and Conditions (this “**Agreement**”) are effective as of the earlier of (a) the date of written acceptance of the Quotation, including by payment of the amount specified in the Quotation, or (b) the date of any purchase order issued by Customer for the items set forth in the Quotation (the “**Purchase Order**”) (the “**Effective Date**”), and are entered into by and between Muse Bioscience, a Delaware corporation with offices at 4001 Discovery Drive NC321, UCB027 Boulder CO 80309-0027 (“**Muse bio**”), and the Customer listed on the Quotation (“**Customer**”). The Quotation incorporates by reference (a) the library definition form submitted by Customer to Muse bio, either online via Muse bio’s website or otherwise writing (the “**Library Submission**”), and (b) any Purchase Order. This Agreement governs the Quotation and any Purchase Order placed thereunder. In the event of any conflict between this Agreement and the Quotation, this Agreement shall control. No terms and conditions set forth in any Purchase Order shall apply to the Quotation, unless expressly agreed to in writing by Muse bio.

1. **Relationship; Deliverables.**

a) **General.** Muse bio will use commercially reasonable efforts to create a library as specified in the Library Submission and produce and deliver to Customer such library (the “**Deliverables**”) in accordance with the terms and conditions of this Agreement and the Quotation (the “**Services**”). Customer may not cancel any Purchase Orders once delivered (including by electronic means) to Muse bio. Muse bio will provide the Services in compliance with applicable laws.

b) **Cooperation; Customer Materials.** Customer hereby grants to Muse bio a limited, non-exclusive, non-transferable license during the term of the Quotation to use the information provided in the Library Submission (the “**Customer Materials**”) for the purpose of providing the Service and producing the Deliverables. Customer acknowledges that Customer’s timely cooperation and provision of complete and accurate information (“**Cooperation**”) is essential to the performance of the Services. Muse bio will not be liable for any deficiency or delay in performing the Services arising from any failure by Customer to provide Cooperation. Customer also agrees that Muse bio may, during and after the term of the Quotation, use data or information, created or learned by Muse bio while performing the Services on an aggregated, non-Customer identifiable basis, provided that the foregoing shall not be entitled to Muse bio to use the Customer Materials except to provide the Services and produce the Deliverables.

c) **Termination.** Muse bio may terminate the Quotation, the Services, or any Purchase Order, with immediate effect in Muse bio’s sole discretion on written notice to Customer, if Customer seeks to include or enforce additional terms in any Purchase Order, or if Muse bio determines that such cancellation is reasonably necessary for biosecurity, biosafety and/or feasibility reasons, including without limitation any export restrictions. If Muse bio is not able to complete the Services, Muse bio may at its sole discretion terminate the respective part of the Agreement or Purchase Order and invoice Customer for the portions of the Service that are performed.

d) **Delivery; Inspection.** Muse bio will ship the Deliverables to Customer at the address provided in the Purchase Order. Shipment will be EXW (Incoterms 2010), Muse bio’s facility. All Deliverables will be shipped as follows: (i) for delivery to an address within the continental United States, via overnight courier, or (ii) for delivery to an address outside of the continental United States, as promptly as commercially reasonable via courier selected by Muse bio, or other method agreed to in writing by the parties. Customer shall be responsible for insuring the Deliverables while in transit, at Customer’s expense.

e) **Restrictions on Use.** Customer acknowledges and agrees that all Deliverables are intended for research use only and not for use in human and/or animal diagnostic procedures (“**Research Use**”). Research Use shall include internal, non-clinical research use (excluding providing research services to or conducting research collaborations with any third party), and expressly does not include (i) any administration or use in or

on any human or animal; (ii) the conduct of any diagnostic test on any human, animal or any sample obtained from any human and/or animal; or (iii) the manufacture, propagation, duplication, transfer, disposition or sale of a Deliverable for value, either as a product, a service or otherwise. Customer agrees to follow any applicable use restrictions (e.g. limited use label licenses) notified to Customer in writing by Muse bio, including notification by electronic means or via Muse bio’s website. Should Customer use such Deliverables for any purpose other than Research Use, Customer is solely responsible for qualifying such Deliverable for such use and obtaining any licenses or other rights that may be required under third party intellectual property rights, and Muse bio shall have no liability for any use by Customer other than Research Use.

f) **Export Control.** Customer acknowledges and agrees that Deliverables may be subject to United States, European Union and local export-control laws and regulations. Customer may not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any such Deliverables or related information (including products derived from or based on the Deliverables or information) to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.

2. **Non-Conforming Deliverables.**

a) If, following receipt of the Deliverables, Customer reasonably determines that the Deliverables do not materially comply with the Library Submission or any written specification (including any modification of the Library Submission) mutually agreed in writing by Muse bio and Customer (a “**Non-Conforming Deliverable**”), Customer shall have 15 days from delivery of such Deliverables (the “**Evaluation Period**”) to provide Muse bio with written notice of non-conformance, such notice to specify how the Deliverables fail to conform and, if requested by Muse bio, return the Non-Conforming Deliverables to Muse bio. Following the notice of non-conformance, Muse bio shall, at Muse bio’s option (i) use commercially reasonable efforts to replace the Non-Conforming Deliverables at no additional cost to Customer (including by repeating the Services, if applicable), or (ii) refund a pro-rata portion of any Fees paid by Customer for such Non-Conforming Deliverables. If Customer fails to provide written notice of non-conformance during the Test Period, the Deliverables will be deemed accepted. The foregoing shall be Customer’s sole and exclusive remedy for any Non-Conforming Deliverables.

b) **Third Party Rights.** Should any Deliverables become, or in Muse bio’s opinion be likely to become, the subject of a claim for infringement or misappropriation of a third party’s intellectual property rights, Muse bio may, at its option: (i) procure from such third party a license or other right for Customer to continue to use the Deliverables, (ii) replace or modify, in whole or in part, the applicable Deliverables to render such Deliverable non-infringing; or (iii) terminate the Quotation and this Agreement and refund the Fees paid for any such infringing Deliverables provided to Customer, less an amount determined by multiplying such Fees by a fraction, the numerator of which is the number of months elapsed since delivery of the Deliverable and the denominator of which is twelve (12). This Section 2(b) sets forth Muse bio’s entire liability and obligation, and Customer’s sole remedy, for any claim of infringement or violation of any intellectual property rights hereunder.

3. **Fees; Payments.** In consideration of Muse bio’s performance of the Services and delivery of the Deliverables, Customer will pay to Muse bio the fees described in the Quotation (the “**Fees**”). Muse bio will invoice Customer upon EXW delivery of the Deliverables unless otherwise specified in the Quotation. All invoiced amounts shall be due thirty (30) days from the date of invoice. Overdue payments will be subject to interest at the rate of one and one-half percent (1.5%) per month, or the highest interest rate permitted by applicable law, whichever is less. The Fees are nonrefundable except as expressly set forth herein. Customer will, in addition to the other amounts payable under this Agreement, pay any and all applicable customs, duties, sales, use, value

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added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement (excluding taxes based on Muse bio's net income).

4. Confidentiality.

a) "**Confidential Information**" means any and all technical and non-technical non-public information provided by either party to the other, either directly or indirectly, whether in graphic, written, electronic or oral form, and marked or identified at the time of disclosure as confidential, or which by its context would reasonably be deemed to be confidential, including without limitation information relating to a party's technology, products and services, and any business, financial or customer information relating to a party. For clarity, the Muse bio Materials (as defined in Section 5(b) below) shall be Muse bio's Confidential Information and all Customer Materials shall be Customer's Confidential Information.

b) **Non-Disclosure.** Each party agrees that at all times during the term of the Quotation, and for a period of seven (7) years following the provision of any Deliverables hereunder, it will hold in strict confidence and not disclose to any third party any Confidential Information of the other party, except as approved in writing in advance by such other party, and shall use the disclosing party's Confidential Information for no purpose other than the provision of Services and Deliverables under this Agreement and the Quotation. The party receiving any Confidential Information shall take all reasonable steps to keep all Confidential Information strictly confidential, and shall disclose Confidential Information only to those of its employees or authorized representatives who reasonably need to know in connection with this Agreement and the Quotation and are bound by confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the foregoing, the foregoing obligations of a party shall not apply to information that (i) was publicly known or generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known or generally available in the public domain after disclosure, through no action or inaction of the receiving party; (iii) is in the possession of or obtained by the receiving party, without confidentiality restrictions, at the time of disclosure. Furthermore, a recipient may disclose the Confidential Information to the extent reasonably necessary to comply with an applicable court order or specific government disclosure requirement; provided that such party provides the other party with reasonable advance notice of such disclosure and use reasonable efforts to secure confidential treatment of such Confidential Information. Each party shall be responsible for the breach of this Agreement by its employees or authorized representatives. Each party shall immediately notify the other party upon discovery of any loss or unauthorized disclosure of the other party's Confidential Information. Upon termination or expiration of the Agreement, or upon the written request of a party at any time, the other party shall promptly return to the disclosing party or at the disclosing party's option destroy, all documents and other tangible materials representing the disclosing party's Confidential Information and all copies thereof.

c) **Remedies.** Each party agrees and acknowledges that any breach or threatened breach of this Section 4 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party will be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law

5. Proprietary Rights.

a) **Customer Materials.** Customer will retain all right, title and interest in and to the Customer Materials. Muse bio assumes no liability hereunder for (i) its performance of the Services and production of the Deliverables in accordance with the Library Submission, or (ii) Muse bio's use of such Customer Materials as provided in the Quotation or this Agreement.

b) **Muse bio Materials.** Muse bio will retain all right title and interest in and to (i) all inventions, works of authorship, documents, diagrams, data, drawings, information, concepts, designs, algorithms, software, ideas, know-how, processes, protocols and other technology materials, and all intellectual property rights therein (collectively "**Technology**") owned or controlled by Muse bio as of the date of the Quotation ("**Muse bio Background Technology**"), and (ii) all Technology developed by Muse bio in connection with its performance of the Services including any updates, derivatives, modifications, or improvements thereof or thereto, excluding the Deliverables (collectively, (i) and (ii) the "**Muse bio Materials**").

c) **Deliverables.** Subject to the terms and conditions of this Agreement, including payment in full of any Fees or other amounts due hereunder, Customer shall own all right, title and interest in and to the Deliverables, provided, however that such rights in the Deliverables shall not include any rights in or to the Muse bio Materials. Muse bio assumes no liability for Customer's use of the Deliverables, except as set forth in Section 2.

d) **Reservation of Rights.** The parties recognize and agree except as set forth in this Section 5, that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any intellectual property rights or Confidential Information of the other party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Without limiting any other restriction set forth in this Agreement, neither party shall make, have made, use, import, offer to sell or sell for any purpose any product or service or other item using, incorporating or derived from any Muse bio Materials (in the case of Customer), or Customer Materials (in the case of Muse bio), or any Confidential Information of the other party, nor make any filing for or registration of any rights in or to any intellectual property right based on, incorporating or derived from any such Muse bio Materials, Customer Materials or Confidential Information, absent separate written approval.

6. Warranties; Disclaimer; Limitation of Liability.

a) **Customer Warranties.** Customer represents and warrants that (i) it shall ensure that any employee or other personnel having access to the Deliverables will comply with the terms and conditions of this Agreement; (ii) that its use of the Deliverables will comply with all applicable laws and regulations, (iii) to the best knowledge of Customer, Customer has the right to provide and license the Customer Materials as provided in this Agreement, including without limitation the right to allow Muse bio to create the Deliverables as provided herein, without infringement or violation of any third party intellectual property rights, and (iv) Muse bio's use of the Customer Materials as provided herein will not violate any contract to which Customer is a party, or any applicable law or regulation.

b) **Muse Limited Warranty.** Muse bio represents and warrants to Customer that the Deliverables will, at the time of delivery to Customer, comply with the Library Submission and any written specifications mutually agreed by the parties with respect to such Deliverables.

c) **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 6(B) IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(B), THE DELIVERABLES ARE PROVIDED "AS IS," AND MUSE MAKES NO (AND HEREBY DISCLAIMS ALL TO THE FULLEST EXTENT PERMITTED BY LAW) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND FITNESS FOR A PARTICULAR PURPOSE.

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d) **Limitation of Liability.** IN NO EVENT WILL MUSE BIO BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, GOODWILL, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED BY LAW) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MUSE BIO'S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO MUSE BIO UNDER THE QUOTATION GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM UNDER WHICH SUCH LIABILITY AROSE. THE PARTIES AGREE THAT THE FEES AND ANY OTHER AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. **Indemnification.**

a) **Indemnification.** Customer shall indemnify defend and hold harmless Muse bio against any third-party claims arising out of (i) any failure by Customer or any of its employee and/or personnel to comply with applicable laws, rules and regulations in connection with its activities hereunder, (ii) Customer's unauthorized use of the Deliverables provided hereunder, (iii) the use of the Customer Materials, including the Library Submission by Muse bio in connection with this Agreement and the provision of the Services and Deliverables, including any alleged violation of the contractual rights of any third party, infringement of any third party intellectual property, or misappropriation of any third party proprietary rights in connection therewith; and/or (iv) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer.

b) **Procedure.** (i) Muse bio shall promptly notify the Customer in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (ii) Customer shall have sole control of the defense or settlement of any claim or suit; and (iii) Muse bio shall (at Customer's expense) reasonably cooperate with Customer to facilitate the settlement or defense of any claim or suit.

8. **Term and Termination.** Unless earlier terminated as provided in this Section 8, this Agreement will be effective as of the Effective Date and will continue thereafter until both (i) acceptance of all Deliverables by Customer under the applicable Quotation, and (ii) payment by Customer of all Fees applicable to such Quotation (the "Term"). If there are no Purchase Orders or Deliverables due under any Quotation outstanding, either party may terminate this Agreement and the applicable Quotation upon thirty (30) days' written notice to the other party. The rights and obligations of Muse bio and Customer in Sections 1(e), 1(f), 2, 4, 5, 6, 7, 8, 9 (inclusive) will survive any termination or expiration of this Agreement.

9. **Miscellaneous**

a) **Entire Agreement; Modification; Waiver; Counterparts.** This Agreement, together with the Purchase Order, Library Submission, and Quotation, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered herein, and is not intended to confer on any third-party any rights or remedies hereunder. No modification of, or amendment to, nor any waiver of any rights under, this Agreement or any

Quotation or Purchase Order will be effective unless in a mutually signed writing. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any later breach or default. This Agreement may be executed in counterparts (including by PDF or other electronic form), each of which will be deemed an original and all of which together will constitute one instrument.

b) **Delays.** If either party is prevented from performing or is unable to perform any of its obligations under this Agreement or any Quotation (other than any payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section 9(b), and if such party will have used its commercially reasonable efforts to mitigate its effects, such party will give prompt written notice to the other party, and the time for the performance will be extended for the period of delay or inability to perform due to such occurrences.

c) **Governing Law; Jurisdiction.** This Agreement will in all respects be governed by the laws of the State of Colorado without reference to its principles of conflicts of laws. Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration in Denver, Colorado under the Commercial Arbitration Rules of the American Arbitration Association, (or the International Arbitration Rules of the AAA's International Center for Dispute Resolution, if applicable) by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Colorado law, without reference to rules of conflicts or law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses in connection with such arbitration, and the costs of the conduct of the arbitration shall be shared equally by the parties. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. The existence and proceedings in the arbitration shall constitute the Confidential Information of both parties hereunder and shall be subject to the terms of Section 4 of this Agreement. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the arbitrator shall have discretion to award the prevailing party reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

d) **Relationship of the Parties.** Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Each party may identify the other as a customer or supplier, as applicable.

e) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement must be in writing and will be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth in the Quotation, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in each party's books and records..