

Monomer Bio, LLC

TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

These Terms and Conditions (the “Terms”) are made as of the effective date (the “Effective Date”) set forth in any Order (as defined below) entered by and between Monomer Bio, LLC, a Delaware limited liability company, 51 Outlook Circle, Pacifica, California 94044 (“Monomer Bio”) and the person or entity named as a customer in the Order (“Customer”). These Terms combined with all current Orders are collectively referred to as the “Agreement” and govern the relationship between Monomer Bio and the Customer with respect to all Monomer Bio products and services (as defined below) sold and purchased pursuant to an Order. Each of Monomer Bio and Customer are referred to as a “Party” and collectively as the “Parties.”

Capitalized terms defined in Section 1 or elsewhere in these Terms shall have the specific meanings given them when used in the Agreement.

These Terms are also subject to the terms and conditions of the current Monomer Bio Privacy Policy. The Privacy Policy is available via the following link: monomerbio.com/privacy_policy.pdf, or upon request by email using the contact information at the end of these Terms.

These Terms take precedence over any terms or conditions contained in any other documents of the Parties. Any general terms and conditions contained in a purchase order or other document issued by Customer shall be of no effect and are hereby expressly rejected by Monomer Bio. In the event of any conflict between these Terms and any purchase order or any other document issued by Customer, these Terms shall prevail.

CUSTOMERS SHOULD REVIEW THESE TERMS CAREFULLY. THESE TERMS FORM A LEGALLY BINDING AGREEMENT BETWEEN MONOMER BIO AND THE CUSTOMER REGARDING THE PRODUCTS AND SERVICES PROVIDED BY MONOMER BIO.

In consideration of the mutual covenants and conditions set forth below, Monomer Bio and Customer agree as follows:

1. Definitions. Capitalized terms defined and used herein shall have the specific meanings given them when used throughout these Terms.

1.1 “Authorized Users” means employees or contractors of Customer who are authorized to access the Services using a user identifier and password provided to Customer by Monomer Bio or set-up by Customer.

1.2 “Customer Data” has the meaning stated in Section 6.

1.3 “Intellectual Property Rights” means all intellectual property rights and protections worldwide, including any: (a) patents, including any applications, all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof; (b) copyrights; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets; (e) rights in databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights

and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.4 “Order” means an order form, executed by both Parties, that sets forth the Products and Services ordered by Customer, the schedule of payments for the Products and Services, and any additional terms specific to the Customer’s order.

1.5 “Products” the electronic devices, sensors, and any other equipment purchased by Customer from Monomer Bio pursuant to an Order.

1.6 “Services” means the services identified in and purchased pursuant to an Order, including the Monomer Bio browser-based software application and all related configuration, implementation, maintenance, and support services.

2. Customer Orders.

2.1 All Orders are subject to such credit approval as Monomer Bio deems necessary. Acceptance of an Order is independent from any other Order. Quoted prices are effective until the expiration date of Monomer Bio’s quote, but may change due to shortages in materials or resources, increase in the cost of manufacturing, or other factors. Orders may contain charges for shipping and handling.

2.2 Customer’s acceptance and signing of an Order form constitutes an offer to purchase the Products and Services subject to these Terms. No Order is binding on Monomer Bio unless and until accepted by Monomer Bio.

2.3 Monomer Bio may cancel an order before completion and shipment of the Products if Customer is in breach of these Terms, including any payment obligations.

2.4 Monomer Bio may revise or discontinue the sale of Products at any time. Any such changes shall be applicable if made prior to Monomer Bio’s acceptance of an Order.

3. Products.

3.1 Monomer Bio sells and Customer purchases the Products on a non-exclusive basis. The sale and purchase by the Parties are made solely subject to these Terms and the applicable Order.

3.2 Unless expressly agreed otherwise by the Parties in writing, Monomer Bio shall select the method of shipment and the carrier for the Products. Each shipment will constitute a separate sale, and Customer shall pay for the Products shipped whether the shipment is in whole or partial fulfillment of an Order. All prices are FOB Monomer Bio’s location.

3.3 Any time quoted by Monomer Bio for delivery is an estimate only. Monomer Bio is not liable for any loss or damage arising from any delay in filling any Order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Products relieves Customer of its obligations under these Terms, including without limitation accepting delivery of any remaining installments of Products.

3.4 Monomer Bio shall properly pack, mark, and ship Products and provide Customer with shipment documentation showing the Order number or other applicable information.

3.5 Customer shall inspect the Products within 10 business days of taking delivery ("Inspection Period") and either accept or reject such Products if they do not conform to the Order. Customer will be deemed to have accepted the Products unless it notifies Monomer Bio in writing of any nonconformance during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Monomer Bio. If Customer timely notifies Monomer Bio of any nonconforming Products, Monomer Bio shall determine whether the Products are nonconforming. If Monomer Bio so determines, then Monomer Bio shall either replace any nonconforming Products with conforming Products, or refund the purchase price for the nonconforming Products together with all shipping and handling expenses paid by Customer.

3.6 Customer shall ship the nonconforming Products to Monomer Bio's facility. If Monomer Bio exercises its option to replace nonconforming Products, Monomer Bio shall, after receiving Customer's shipment of nonconforming Products, ship to Customer, at Monomer Bio's expense, the replacement Products.

3.7 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING PRODUCTS, SUBJECT TO CUSTOMER'S RIGHTS UNDER THE WARRANTY PROVISIONS OF THESE TERMS.

3.8 Except as provided under this section and the warranty provisions of these Terms, Customer has no right to return Products purchased pursuant to these Terms.

3.9 Upon delivery and payment by Customer, title to the Products shall pass to Customer. Risk of loss to all Products ordered passes to Customer upon Monomer Bio's tender of the Products to the carrier for delivery.

4. Services.

4.1 Subject to the terms and conditions of the Agreement, Monomer Bio will provide the Services purchased pursuant to any Order for the term of the Agreement. The Services are provided strictly for Customer's internal use unless the Parties agree otherwise in writing.

4.2 The Services will be used or accessed only by Authorized Users and only for Customer's internal use. Customer will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as expressly permitted by this Agreement; (ii) create derivative works based on or reverse engineer the Products and Services; (iii) interfere with or disrupt the integrity or performance of the Services; (iv) attempt to gain unauthorized access to the Products, Services, or their related systems or networks; or (v) use the Products or Services to store or transmit infringing, libelous, or otherwise unlawful content or material, or to store or transmit content or material in violation of any rights of any third party.

4.3 Customer will safeguard, and ensure that all Authorized Users safeguard any user names and passwords. Customer is responsible for the Authorized Users' compliance with the Agreement. Customer will be responsible for all acts and omissions of Authorized Users or any users that access the Services using the name and password of any Authorized User. Customer

will notify Monomer Bio immediately if it learns of any unauthorized use of any user names or passwords or any other known or suspected breach of security.

5. Reservation of Rights.

5.1 As between Customer and Monomer Bio, all title and Intellectual Property Rights in and to the Products and Services are owned exclusively by Monomer Bio. Customer is a subscriber to the Service; the Service is not sold to Customer. No title to or ownership of the Services, or any proprietary rights related to the Services, is transferred under or by virtue of the Agreement. Monomer Bio reserves all rights in and to the Services not expressly granted to Customer under the Agreement. Further, the Agreement does not authorize Customer to use any name, trademark, or logo of Monomer Bio.

5.2 Customer hereby grants to Monomer Bio a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use and incorporate into the Products and Services any suggestions, enhancement requests, recommendations, or feedback provided to Monomer Bio by Customer and its Authorized Users relating to the Products and Services.

6. Customer Data. For purposes of this Agreement, “Customer Data” means all Customer data, information and materials (a) collected by the Products and transmitted to Monomer Bio; (b) collected by third party devices and transmitted to Monomer Bio; or (c) provided by Customer to Monomer Bio through use of the Services. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. Customer hereby grants to Monomer Bio a limited, perpetual, royalty-free, worldwide license, to use, copy, display, disclose, modify and distribute the Customer Data solely for the purpose of providing, maintaining, and improving the Services.

7. Usage Data. Monomer Bio may monitor Customer’s use of the Services to compile anonymous, statistical, and performance information (the “Usage Data”). Monomer Bio will have an unrestricted right to store, analyze, evaluate, and use the Usage Data for its own internal business purposes, including improving the features, performance, and functionality of the Services. Monomer Bio warrants and agrees that the Usage Data shall not include any Confidential Information of Customer or Customer Data, or any other information that identifies or may be attributed the Customer or any of its Authorized Users.

8. Fees.

8.1 Customer will pay to Monomer Bio the fees for the Products and Services as set forth in and on the applicable Order. All fees charged are nonrefundable except when this Agreement expressly provides otherwise.

8.2 Fees are due and payable within thirty (30) days of Customer’s receipt of the applicable invoice. All amounts payable by Customer to Monomer Bio hereunder are exclusive of any sales, use, VAT, and other taxes or duties, however designated (collectively “Taxes”). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Monomer Bio. Customer will not withhold any Taxes from any amounts due unless authorized by Monomer Bio.

8.3 Customer shall pay interest on all overdue fee balances of 1.5% per month or the highest

rate allowed by law, whichever is lower. Monomer Bio reserves the right to suspend or terminate Customer's access to the Services if Customer fails to pay any fees when due. Monomer Bio shall be entitled to recover all reasonable expenses incurred in collecting any overdue invoices, including legal fees and court costs.

8.4 Monomer Bio may increase its fees for the Services after the initial term of Customer's subscription upon notice to Customer. The pricing terms stated in the Order will be deemed amended upon Customer's receipt of the fee increase notice.

8.5 The fee and payment terms stated in this Section 8 will apply to all Orders unless expressly changed with the written approval of both Monomer Bio and Customer.

9. Term and Termination.

9.1 Initial Term- Unless terminated in accordance with this Section 9, this Agreement and Customer's subscription for the Services will become effective on the Effective Date and continue for the period of time set forth in the applicable Order. If the Order does not state an initial term, then such term shall be one (1) year from the Effective Date.

9.2 Renewal Terms- Following the initial term and except as earlier terminated as described below, this Agreement will automatically renew for successive one (1) year renewal terms, unless either Party provides notice to the other of its intention to allow the Agreement to expire at least thirty (30) days prior to expiration of the then-current term..

9.3 Termination for Convenience- Customer may terminate this Agreement for any reason by providing thirty (30) days written notice to Monomer Bio.

9.4 Termination for Breach- Each Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given.

9.5 Obligations on Termination- Upon expiration or termination of this Agreement all rights granted hereunder by Monomer Bio and all obligations of Monomer Bio to provide the Services will immediately terminate. Upon the termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination, except that provisions which by their nature should survive termination will survive, including but not limited to: restrictions against reverse engineering and the development of derivative works based on the Products and Services; the reservation of Intellectual Property Rights; indemnity obligations; confidentiality obligations; warranty disclaimers; and limitations of liability. All fees for the Products and Services are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for period unused in the event of termination under this Agreement.

9.6 Access to or Return of Customer Data after Termination- Customer shall have up to sixty (60) days after termination of a subscription to the Services to access and use the Services to download copies of the Customer Data. If any Customer Data cannot be accessed by Customer via the Services interface, upon Customer's request Monomer Bio will provide a copy of all Customer Data stored in the Services for the 60-day period following termination of the Customer's subscription. After expiration of such period, Monomer Bio may permanently delete all Customer Data stored via the Services or otherwise in its possession and control.

10. Confidentiality.

10.1 Definition- As used herein, “Confidential Information” means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”): that the Disclosing Party has marked as confidential or proprietary; or that the Disclosing Party has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Receiving Party; or the information is such that a Receiving Party exercising reasonable judgment would have understood it to be confidential based on the circumstances of receipt. Monomer Bio’s Confidential Information will include all information relating to the Services, and Customer’s Confidential Information will include the Customer Data. In addition, the terms of this Agreement will be considered the Confidential Information of both Parties.

10.2 Exclusions- Notwithstanding the foregoing, information and data will not be Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without access to or use of the Confidential Information.

10.3 Obligations- The Parties will use reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use or reproduction of the other Party’s Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to under this Agreement, Confidential Information may only be disclosed to (a) such employees and agents of the Parties as may have a need to know such information in the course of their duties; (b) legal or financial advisors of the Parties on a need to know basis; or (c) existing and potential investors, lenders, acquirers, partners and their respective legal or financial advisors; provided in each case that the foregoing are bound by a written agreement (or in the case of advisors, ethical duties) respecting such Confidential Information in accordance with the terms of this section. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

11. Representations, Warranties, and Exclusions.

11.1 General- Each Party represents and warrants to the other Party that such Party has the required rights, power, and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

11.2 Services Warranty- Monomer Bio warrants to Customer that for the term of this Agreement it will provide the Services in a professional and workman like manner, and in compliance with any functional specifications or warranties agreed to with the Customer in writing.

11.3 Warranty Exclusions- The warranty stated in Section 11.2 will not cover damage to the Products caused by: (a) Customer’s negligence, abuse, or misapplication, (b) external causes, such as third party hardware or software, accident, abuse, misuse, problems with electrical

power, servicing or modifications not authorized by Monomer Bio, or (c) usage by Customer that does not conform to the Product documentation or usage instructions provided by Monomer Bio (collectively, "Warranty Exclusions").

11.4 Warranty Remedies. Customer's sole and exclusive remedy, and Monomer Bio's sole and exclusive obligation, for breach of the Section 11.2 warranty shall be: (a) Monomer Bio's correction of the Services that breach the warranty; or (b) the refund of the fees associated with the Services that breach such warranty. If applicable, Monomer Bio shall pay all costs (including shipping costs) associated with the return and repair of any Products required to remedy the warranty breach. If a Product is damaged due to a Warranty Exclusion, Customer shall be responsible for the repair or replacement of the Product (including all shipping costs).

11.5 Third Party Manufacturer's Warranties- The Products are provided on an as-is, pass-through basis. All warranties, indemnification and support obligations with respect to the Products are provided by the applicable third party manufacturer or distributor and will be passed through to the Customer. Monomer Bio does not provide any warranty, indemnification or support with respect to any Products as originally manufactured by a third party manufacturer.

11.6 Exclusions- EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND MONOMER BIO DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT MONOMER BIO DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE SERVICES ARE SECURE, THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT MONOMER BIO WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE DATA OR CUSTOMER'S USE THEREOF. MONOMER BIO MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. FURTHER, CUSTOMER AGREES THAT MONOMER BIO WILL HAVE NO LIABILITY FOR ANY ACTIONS OR INACTIONS OF CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY ACTIONS TAKEN OR OMITTED TO BE TAKEN BY CUSTOMER IN RESPONSE TO OR AS A CONSEQUENCE OF THE DATA OR ANY SERVICES. WITHOUT LIMITING THE FOREGOING, MONOMER BIO WILL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM THE FAILURE OF THE PRODUCTS OR SERVICES TO PERFORM, INCLUDING DAMAGE TO PERISHABLES, INSTRUMENTS, MACHINES, COMPUTERS, NETWORKS, MATERIALS, RESEARCH DATA OR OTHER ITEMS DAMAGED OR LOST DUE TO THE FAILURE OF EQUIPMENT (E.G., REFRIGERATORS, HVAC) PERFORMANCE OR THE OCCURRENCE OF UNDESIRE ENVIRONMENTAL FACTORS.

12. Indemnification.

12.1 Indemnification by Monomer Bio- Monomer Bio will defend at its expense any claim, suit or proceeding (each a "Claim") brought against Customer by a third party based upon a claim that Customer's use of the Services as contemplated by this Agreement infringes such third party's rights under any United States patent, copyright, or trade secret, and Monomer Bio will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim. If the use of any Products or any portion of the Services by Customer has become, or in Monomer Bio's opinion is likely to become, the subject of any claim of

infringement, Monomer Bio may at its option and expense (a) procure for Customer the right to continue using such Products or Services as set forth hereunder; (b) replace or modify such Products or Services to make them non-infringing so long equivalent functionality is retained; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and provide a pro-rata refund of any amounts pre-paid. Monomer Bio will have no liability or obligation under this section with respect to any Claim to the extent caused by (d) use of the Services outside the scope of this Agreement; (e) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Data); (f) modification of the Products or Services by any person or entity other than Monomer Bio without Monomer Bio's express consent; or (g) the combination, operation or use of the Products or Services with other applications, portions of applications, product(s), devices, equipment, hardware, software, data or services.

12.2 Indemnification by Customer- Customer will defend at its expense any Claim brought against Monomer Bio by any third party arising from (a) any Customer Data provided by Customer through the Services; (b) anything covered by any of clauses (d) through (g) in the preceding section stating Monomer Bio's indemnification obligations, or (c) use of the Services or Customer Data by Customer or Authorized Users, or by any entity or individual using the user identifier and password provided to Customer by Monomer Bio, and Customer will pay all damages finally awarded against Monomer Bio by a court of competent jurisdiction as a result of any such Claim. Customer will have no liability or obligation under this section with respect to any Claim to the extent caused by Monomer Bio's negligence or willful misconduct or to the extent Monomer Bio would be required to indemnify Customer with respect to such Claim under the preceding section if such Claim had been brought against Customer.

12.3 Additional Terms- The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim, (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim and (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith.

13. Limitations of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL MONOMER BIO BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. MONOMER BIO WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE FACTS GIVING RISE TO THE CLAIM.

14. General.

14.1 Entire Agreement- This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments

or quotations.

14.2 Force Majeure- Neither party shall be in default or otherwise liable for any delay or failure to perform under this Agreement where such delay or failure results from an intervening cause beyond the reasonable control of the parties, including but not limited to, any governmental action, acts of a common enemy, weather or natural disasters, strikes or labor disputes, or mass disease or pandemic, and other similar causes.

14.3 Compliance with Laws- Customer will not transfer, either directly or indirectly, the Services or any Products, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations.

14.4 Assignment- Neither Monomer Bio nor Customer may assign or otherwise transfer their rights and obligations under this Agreement without the other party's prior written consent, except that Monomer Bio may assign this Agreement as part of the sale of substantially all its assets to another entity, or a merger, business sale, or reorganization which results in a change in management control. Monomer Bio may withhold its consent to an assignment by Customer to an actual or potential competitor of Monomer Bio in its sole discretion. Otherwise, consent to an assignment shall not be unreasonably withheld, conditioned, or delayed. Any prospective assignee must be able to fulfill all of the assignor's obligations under this Agreement.

14.5 Amendment; Waiver- This Agreement may not be amended or modified, in whole or in part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

14.6 Relationship- Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

14.7 Severability- In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date.

14.8 Governing Law, Jurisdiction- This Agreement is governed by the laws of California and controlling U.S. federal law. No conflicts of law rules of any jurisdiction will apply to this Agreement. Any actions at law or equity under this Agreement shall be filed exclusively in the state or federal courts located in San Mateo County, California. Monomer Bio and Customer irrevocably and unconditionally consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

14.9 Notices- All notices permitted or required under this Agreement shall be deemed given on the date of personal delivery or five (5) days after mailing by first class, certified United States mail, with postage fully prepaid, and a return receipt requested. Notices shall be addressed to

the parties at the addresses shown in this Agreement, or at any other address as any party may, from time to time, designate in a notice given in compliance with this section. Personal delivery via a nationally-recognized courier will be valid upon delivery provided the courier obtains a signed receipt. Notice by email is valid upon acknowledgement of receipt by the intended recipient or such person's authorized representative by email or another means providing a written record of the acknowledgment.

14.10 Export Control Laws- The Products and Services are subject to export controls under the laws and regulations of the United States and any other applicable countries' laws and regulations. Customer agrees to comply with such laws and regulations governing export, re-export, transfer, and use of the Services, and Customer will obtain all required U.S. and local authorizations, permits, or licenses. Customer represents and warrants that (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

14.11 U.S. Federal Government End User- Monomer Bio provides the Services, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are provided to the end user with only those rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Monomer Bio to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

15. Monomer Bio Contact Information.

Questions, comments or concerns about these Terms and Conditions and related matters may be sent to Monomer Bio at the following street or email address:

Monomer Bio, LLC
51 Outlook Circle
Pacifica, CA 94044
info@monomerbio.com

Last Revised: May 18, 2021.