

INSTRUMENT RENTAL & EVALUATION AGREEMENT

This Instrument Rental & Evaluation Agreement (“Agreement”) is entered into between Atrandi Biosciences (“Atrandi” or “Supplier”) and the institution identified in the applicable purchase order (“Renter” or “Customer”). By issuing a purchase order, Customer agrees to the terms of this Agreement.

1. Equipment

Atrandi agrees to rent to Customer the scientific instrument(s), accessories, software, and related components identified in the applicable quotation, invoice, or shipment documentation (collectively, the “Equipment”), with details outlined in Exhibit A.

All Equipment remains the sole and exclusive property of Atrandi Biosciences at all times. Customer receives no ownership rights, title, intellectual property rights, or other interest in the Equipment.

2. Rental Term

The rental term begins on the date the Equipment is delivered to Customer (“Rental Start Date”).

The applicable quotation may designate an initial rental term as an Evaluation Period, after which standard rental pricing or other commercial arrangements may apply.

The Agreement is structured as a recurring monthly rental and shall automatically renew on a month-to-month basis until terminated in accordance with this Agreement.

Rental charges are billed monthly in advance and are not prorated for partial months.

The rental term shall continue, and monthly charges shall continue to accrue, until:

1. Customer notifies Atrandi of termination in accordance with Section 4; and
2. The Equipment has been transferred to and accepted by the designated shipping carrier for return shipment to Atrandi.

3. Evaluation Program and Purchase Options

Where Equipment is provided for evaluation purposes, the applicable quotation may identify the rental period as an Evaluation Period.

Unless otherwise stated in the applicable quotation, the Evaluation Period shall not exceed thirty (30) days.

At the conclusion of the Evaluation Period, Customer may elect to:

- a) purchase the Equipment being evaluated;
- b) return the Equipment and purchase a new replacement instrument; or
- c) return the Equipment without purchase.

Purchase of Evaluation Equipment

If Customer elects to purchase the specific Equipment provided under the Evaluation Period, 100% of rental fees paid during the Evaluation Period shall be credited toward the purchase price of that Equipment.

To qualify for this credit:

- i. Customer must provide written notice of intent to purchase during the Evaluation Period; and
- ii. Customer must submit a purchase order for the remaining balance during the Evaluation Period.

If Customer's internal purchasing procedures prevent issuance of a purchase order prior to expiration of the Evaluation Period, Atrandi may, at its sole discretion, grant a reasonable extension provided Customer supplies written confirmation of purchase approval and the anticipated timing of purchase order issuance. Unless otherwise agreed by Atrandi in writing, standard monthly rental charges shall continue to accrue during any extension period until a purchase order is received or the Equipment is returned.

Purchase of New Equipment

If Customer elects to return the evaluation Equipment and purchase new equipment, 50% of rental fees paid during the Evaluation Period shall be credited toward the purchase price of the new equipment.

To qualify for this credit, Customer must submit a purchase order within thirty (30) days following expiration of the Evaluation Period. Any unused credit shall automatically expire after thirty (30) days unless otherwise approved by Atrandi in writing.

Nothing in this Section obligates Atrandi to continue rental pricing, extend an Evaluation Period, or reserve Equipment beyond the agreed Evaluation Period unless otherwise agreed in writing.

Rental credits described in this Section apply solely to Equipment rental charges paid during the Evaluation Period and shall not apply to consumables, reagents, chips, shipping charges,

training, services, support fees, taxes, or any other products or services purchased from Atrandi.

4. Termination and Return Process

Customer is responsible for initiating termination of the rental.

Customer shall provide Atrandi with a minimum of seven (7) calendar days written notice prior to the intended return date to allow adequate time for shipping coordination and logistics.

Customer is responsible for coordinating with Atrandi regarding return shipment scheduling and pickup.

Failure to provide adequate notice may result in continuation of the next monthly rental term.

Atrandi may require immediate return of the Equipment upon Customer's material breach of this Agreement.

5. Packaging and Shipping Responsibilities

Atrandi is responsible for shipping costs of the equipment. Customer agrees to retain and reuse all original shipping materials, packaging, foam inserts, pallets, and shipping crates used for delivery of the Equipment.

If Customer fails to retain the original packaging, Customer shall be responsible for the cost of replacement packaging and/or replacement shipping crate(s) required for safe transport of the Equipment.

Customer shall ensure the Equipment is properly packaged for return shipment in accordance with Atrandi instructions.

Risk of loss or damage remains with Customer until the Equipment is transferred to the designated shipping carrier.

6. Equipment Insurance, Condition, and Reporting

Customer shall maintain reasonable insurance coverage for loss, theft, destruction, or damage to the Equipment while in its possession.

Customer shall inspect the Equipment promptly upon delivery.

Any shipping damage, operational issue, missing component, or performance concern must be reported to Atrandi immediately upon discovery.

Customer agrees to operate the Equipment only:

- for its intended scientific purpose,
- in accordance with Atrandi instructions and documentation, and
- by appropriately trained personnel.

7. Damage, Misuse, and Repairs

Customer is responsible for maintaining the Equipment in good operating condition during the rental term, excluding normal wear and tear.

Any damage, malfunction, or required repair resulting from:

- misuse,
- negligence,
- unauthorized modification,
- improper operation,
- improper storage,
- use outside manufacturer specifications, or
- failure to follow Atrandi instructions

shall be repaired exclusively by Atrandi.

Atrandi shall have thirty (30) days following return of the Equipment to inspect the Equipment and identify any damage beyond normal wear and tear.

Customer shall be responsible for all associated repair costs, replacement costs, service labor, shipping expenses, and downtime resulting from such damage or misuse.

Customer shall not attempt to repair, modify, disassemble, or service the Equipment without prior written authorization from Atrandi.

8. Invoicing and Payment

Atrandi shall invoice Customer monthly for rental fees in accordance with the applicable quotation or purchase order.

Rental fees are non-refundable except as expressly provided in Section 3 (Evaluation Program and Purchase Options).

Invoices are due pursuant to the payment terms stated on the applicable Atrandi quotation or invoice.

Failure to pay invoices when due may result in suspension of support services, termination of the rental, and/or immediate demand for return of the Equipment.

Any introductory, discounted, promotional, partial-term, evaluation, or otherwise non-standard rental pricing provided on an initial quotation shall apply only to the specific rental period identified on the quote.

Upon any automatic renewal or continuation of the rental term, monthly rental pricing shall automatically revert to the standard monthly rental pricing set forth in Exhibit A of this Agreement unless otherwise expressly agreed in writing by Atrandi Biosciences.

Customer acknowledges that pricing reflected on an initial purchase order shall not modify or override the recurring monthly rental pricing identified in Exhibit A beyond the expressly stated initial rental period.

9. Ownership and Intellectual Property

All Equipment, software, firmware, designs, documentation, trademarks, and associated intellectual property remain the exclusive property of Atrandi Biosciences.

No transfer of ownership or intellectual property rights is granted under this Agreement.

10. Limitation of Liability

Atrandi shall not be liable for indirect, incidental, consequential, special, or punitive damages, including loss of research data, loss of samples, downtime, lost profits, or interruption of operations arising from use of the Equipment.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the rental of the Equipment and supersedes all prior discussions or understandings relating thereto.

13. No Warranty of Purchase

Participation in an Evaluation Period does not obligate Customer to purchase Equipment and does not obligate Atrandi to extend the Evaluation Period, continue any evaluation pricing,

reserve Equipment, or otherwise make Equipment available beyond the agreed Evaluation Period.

Exhibit A – available upon request. Please fill out the request on the “Contact Us” form on our website <https://atrandi.com/contact>.

Exhibit A
Microfluidics Instrument “Onyx”

Exhibit A
Microfluidics Instrument “Styx”

Exhibit A
Microfluidics Instrument “Flux”