Atrandi Biosciences Terms and Conditions of Sale

1. Definitions.

"Company" means Atrandi Biosciences, Inc., Droplet Genomics, UAB, or any other Atrandi affiliate expressly identified as the seller in the applicable Quotation, Order Acknowledgment, or other transaction document.

"Product" means each item, including any Instrument, Software,and/or Consumable, listed in the applicable written sales quotation issued by Company ("Quotation") or, in the event a Quotation is not issued, listed in Company's then-current price list applicable to Customer's jurisdiction, and identified in Customer's purchase order.

"Instrument" means a Company-branded instrument and associated accessories.

"Consumables" means Company reagents, consumables, kits, and labware, or any individual components of the foregoing, intended by Company for use with Instruments.

"Software" means any software, firmware, scripts, utilities, applications, tools, modules, updates, upgrades, patches, documentation, or other software-related materials provided, licensed, or otherwise made available by Company to Customer, whether embedded in a Product, downloaded, hosted online, or otherwise distributed by Company.

"Documentation" means Company's user manual, package insert, and similar technical documentation, for the Products in effect on the date that the Product ships from Company. Documentation may be provided with the Product at time of shipment or provided electronically from Company.

"Services" means installation, operator training, technical support, application support, repair, preventive maintenance, calibration, validation, relocation, consulting, and other professional services provided by Company in connection with the Products, as identified in the applicable Quotation, Order Acknowledgment, or Company's then-current Warranty, Service & Support Policy.

"Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, know-how, database rights, mask works, moral rights, and all other intellectual property rights recognized under applicable law.

"Customer" means the purchaser identified in the applicable Quotation, Order Acknowledgment, or Purchase Order.

"Purchase Order" means Customer's purchase order or other ordering document submitted to Company for the purchase of Product(s).

"Order Acknowledgment" means Company's written or electronic acknowledgment confirming Company's acceptance of a Purchase Order.

2. Terms and Conditions.

These terms and conditions along with any Quotations issued by Company, applicable licenses, notices, use restrictions, label or click-through licenses, conditions of use or addenda to any of the foregoing provided by Company, and any other terms and conditions expressly agreed to in writing by an authorized Company representative (collectively, "Terms"), shall constitute the complete, exclusive and entire agreement ("Agreement") between Company and Customer with respect to purchase and/or license of the Products and any related services from Company, and shall override any conflicting, amending, and/or additional terms contained in any purchase orders, invoices, or similar documents, which are hereby rejected and shall be null and void. Company's failure to object to any such terms shall not constitute a waiver by Company, nor constitute acceptance by Company of such terms and conditions. No Purchase Order shall be deemed accepted by Company unless and until Company issues an Order Acknowledgment or otherwise expressly accepts such Purchase Order in writing.

Where applicable, Company's End User License Agreement ("EULA"), Warranty, Service & Support Policy, Instrument Rental & Evaluation Agreement, Early Access Agreement, and other transaction-specific agreements expressly referenced in the applicable Quotation or Order Acknowledgment are incorporated into this Agreement by reference. Unless otherwise expressly stated, references to such documents refer to the versions in effect on the date of the applicable Quotation or Order Acknowledgment. Company may thereafter update such documents to reflect changes required by applicable law or changes that are not materially adverse to Customer; however, such updates shall not modify the parties' rights and obligations with respect to Products or Services previously purchased unless otherwise agreed in writing. In the event of any conflict, the document specifically governing the applicable subject matter shall control.

Order Cancellation. Once accepted by Company, a Purchase Order may not be canceled or modified without Company's prior written consent. If Company agrees to a cancellation or modification request, Customer shall remain responsible for all costs and obligations incurred by Company prior to such acceptance, including, without limitation, Products manufactured, customized, configured, procured, or otherwise committed for Customer, together with any applicable cancellation, restocking, or other reasonable charges assessed by Company.

Returns. Products may not be returned without Company's prior written authorization. Approved returns must comply with Company's return instructions and may be subject to inspection, applicable restocking charges, and any other conditions specified by Company. This provision does not limit Customer's rights under the Limited Warranty set forth in Section 10.

3. Financial Terms for Products.

Unless otherwise specified in the applicable Quotation or Order Acknowledgment, Company will make arrangements for shipment, and shipping and insurance charges shall be allocated between Company and Customer in accordance with the Incoterm and named place specified in the applicable Quotation or Order Acknowledgment, as further described in Section 4. All prices and other amounts payable to Company under this Agreement are exclusive of, and are payable without deduction for, all sales, use, excise, value added, withholding, and other taxes, customs duties, tariffs, or charges now or hereafter claimed or imposed by any governmental authority upon the sale of the Products, all of which will be paid by Customer. In the event Company is required to pay any such tax, duty, or charge, such amount will be added to the purchase price or subsequently invoiced to Customer. Subject to credit approval by Company, all invoices shall be paid in full by Customer within thirty (30) days from the date of the invoice. Unless otherwise specified in the applicable Quotation or Order Acknowledgment, invoices will be issued upon shipment of the applicable Products or upon completion of the applicable Services. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, if lower. In the event that any payment is more than thirty (30) days late, Company shall have the right to suspend performance, including shipment, until all payments are made current. Customer shall pay for all costs (including reasonable attorneys' fees) incurred by Company in connection with the collection of late payments. The amount of credit may be changed or credit withdrawn by Company at any time. Each accepted purchase order is a separate, independent transaction, and Customer has no right of set-off against other purchase orders or other transactions with Company. If Company is Atrandi Biosciences, Inc., Customer hereby grants Company a purchase money security interest in the Products in the amount of the unpaid balance of the purchase price for the Products until paid in full, Company may file a financing statement for

such security interest, and Customer shall sign any such statements or other documentation necessary to perfect Company's security interest. If Company is Droplet Genomics, UAB, Company shall retain title to and ownership of each Product (except Software, title to which never passes to Customer, as set forth in Section 4) until Customer has paid the purchase price for such Product in full, notwithstanding delivery of the Product to Customer or the passing of risk of loss under Section 4.

4. Delivery/Title/Risk of Loss.

The risk of loss or damage to each Product shall pass to Customer in accordance with the Incoterm® (2020 edition, International Chamber of Commerce) and named place of delivery specified in the applicable Quotation or Order Acknowledgment. If no Incoterm is specified in the applicable Quotation or Order Acknowledgment, risk of loss shall pass to Customer at the time of Company's delivery of the Product to the carrier (Ex Works (EXW) Company's shipping point). The carrier shall be deemed Customer's agent, and any claims for damages in shipment must be filed with the carrier. Company is authorized to designate a carrier pursuant to Company's standard shipping practices unless otherwise specified in writing by Customer. Customer shall inspect each Product promptly upon delivery and shall notify Company in writing of any claim for quantity shortage or visible damage in transit within five (5) days following delivery; any such claim not made within such period shall be deemed waived. Claims relating to latent defects or Product performance are not subject to the foregoing notice period and are instead governed by Section 10 (Limited Warranty). Title to each Product (except Software, title to which never passes to Customer) shall pass as set forth in Section 3.

5. Intellectual Property Ownership.

Title to and ownership of the Intellectual Property Rights embodied in the Products (except for custom content specified by Customer or other third party), and any improved, updated, modified, or additional parts thereof, shall at all times remain the property of Company or Company's licensors. Any feedback, suggestions, or improvements by Customer relating to the Products ("Customer Suggestions") shall be promptly communicated to Company, and Customer hereby grants Company a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable license, with the right to sublicense, under all Customer's Intellectual Property Rights related to such Customer Suggestions, to use such Customer Suggestions to improve Company's products and services, and to make, offer for sale, sell, import, use, reproduce, perform, modify, and distribute such products and services. Any data, discoveries, and expressions which arise directly out of Customer's use of the Products, including without limitation the data itself and any discoveries or inventions arising from such data, shall be the property of Customer, and Customer shall own all right, title, and interest in, to, and under such data, discoveries, and expressions, including without limitation all Intellectual Property Rights therein.

Notwithstanding the foregoing, Company may collect, use, and disclose de-identified or aggregated data regarding Instrument performance, usage, diagnostics, and error conditions (excluding Customer's data, discoveries, and expressions described above) for purposes of providing support, monitoring reliability, and improving Company's products and services, subject to Company's then-current privacy policy and applicable data protection law.

6. Limited License.

Subject to the terms and conditions of this Agreement, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license under Company's Intellectual Property Rights related to the Products, to use the Products in accordance with the applicable Documentation, solely for Customer's internal or commercial research purposes (which includes research services to third parties). Customer acknowledges that use of the goods provided hereunder beyond such license may require Customer to obtain rights from third parties.

7. Acknowledgment/Research Use Only.

Customer acknowledges that the Products have not been subjected to regulatory review or approved or cleared by the United States Food and Drug Administration ("FDA") or any other entity, or otherwise reviewed, cleared, or approved under any statute, law, rule, or regulation for any purpose, whether research, commercial, diagnostic, or otherwise. Accordingly, Customer acknowledges that the goods provided hereunder are intended FOR RESEARCH USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Products are NOT intended, authorized, or approved for any clinical, therapeutic, or other diagnostic use, and NOT FOR USE IN any human or animal in-vivo application. Customer is solely responsible for determining whether its intended use of the Products complies with all applicable laws and regulatory requirements, including obtaining any regulatory approvals or clearances required for such use. Any use of the Products other than as expressly permitted in this Section 7 is unauthorized and at Customer's sole risk and constitutes a breach of this Agreement subject to Section 9.3 (indemnification by Customer).

8. Restrictions.

8.1 Product. Customer hereby agrees that each Product is subject to the following terms, conditions, and restrictions: (a) each Product may only be used in accordance with the applicable Documentation; (b) Consumables are licensed for SINGLE USE ONLY and MAY NOT BE REUSED; and (c) licensed use of a kit Product applies to the kit Product as a whole and does not extend to any individual component part of such kit Product or to any substitution of a licensed kit Product component with an unlicensed component. Customer is not licensed or authorized to, and agrees not to: (i) use any Company Consumable more than once; (ii) repackage, relabel, rebrand, refurbish, and/or remanufacture any Product; (iii) transfer (including but not limited to resell, donate, or loan) any Product to any third party; (iv) adapt, modify, reverse engineer, or reproduce any Product or create derivative works of the Software; or (v) cause, authorize, or permit any third party to do any of the foregoing. Documentation is proprietary to Company and may only be used in connection with the associated Product(s). All license restrictions specified in this Section 8 or in the Terms shall apply to the maximum extent permissible under applicable law. If Customer believes that it has additional rights, or the right to act contrary to the express license restrictions specified herein, under mandatory laws (including, without limitation, national laws implementing Directive 2009/24/EC on the legal protection of computer programs and similar laws), Customer must provide Company with at least thirty (30) days' prior written notice, and any reasonably requested information, before exercising such rights, to allow Company to offer alternatives at Company's sole discretion. Company Software is licensed, not sold, and Customer's use of Software is also subject to the applicable end user license agreement made available by Company (the "EULA"), which shall control with respect to Software-specific restrictions in the event of any conflict with this Section 8.

8.2 Reservation of Rights. Company reserves all rights not expressly granted in this Agreement, and no licenses are granted by Company under this Agreement, whether by implication, estoppel, or otherwise, except as expressly set forth herein.

9. Indemnity.

9.1 By Company. Except as set forth in this Section 9, Company shall defend, indemnify, and hold harmless Customer, and its officers, directors, and employees, against any third-party claim or action alleging that the Products, when used in accordance with their Documentation, directly infringe any valid and enforceable patent, copyright, or trademark issued or registered in the country in which the Product was sold to Customer, and Company shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against such party in connection with any such action. If a Product becomes, or in Company's opinion may become, the subject of an infringement claim against Company or Customer, Company shall have the right, at its option, to (i) procure for Customer the right to continue using the Product, (ii) modify or replace the Instrument or such Product with a substantially equivalent non-

infringing product, or (iii) require the return of the Product and terminate the license hereunder with respect thereto and refund to Customer the depreciated value of the Product. This Section 9.1 states the entire liability of Company for any infringement of Intellectual Property Rights.

9.2 Exclusions. Company shall have no obligation to defend, indemnify, or hold harmless Customer with respect to any third-party claim or action alleging that infringement of any third-party Intellectual Property Right arises from: (i) use of the Products outside the scope of the license(s) granted by Company to Customer for such Product; (ii) use of the Product in combination with any other products or services not supplied by Company; (iii) use of the Product to perform any assay or other process not supplied by Company; (iv) any good (or aspect thereof) provided hereunder in accordance with specifications or instructions furnished to Company by Customer (or by a third party on behalf of Customer); (v) modification of the Product not made or authorized by Company; or (vi) continued use of an allegedly infringing Product or version after Company has notified Customer of, and offered on commercially reasonable terms, a non-infringing modification or replacement that would have avoided the alleged infringement (each, an "Excluded Claim").

9.3 By Customer. Customer shall defend, indemnify, and hold harmless Company, and its officers, directors, and employees, against: (i) any Excluded Claim; (ii) any other third-party claim or action arising out of Customer's use of the Products (other than an infringement claim covered by Section 9.1); (iii) any breach by Customer of this Agreement, including without limitation Section 8 (Restrictions); and (iv) any claim or action that arises out of or results from any actions Customer has taken based on its analysis, interpretation, or use of the information produced by the Product; and Customer shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against such party in connection with any such action.

9.4 Conditions. Each party's indemnification obligations pursuant to this Section shall be subject to the indemnified party (i) notifying the indemnifying party promptly in writing of such action, (ii) giving the indemnifying party exclusive control and authority over the defense and settlement of such action, (iii) not entering into any settlement or compromise of any such action without the indemnifying party's prior written consent, and (iv) providing all reasonable assistance to the indemnifying party (provided that the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance).

9.5 Third-Party Goods. Notwithstanding anything herein to the contrary, Company shall have no indemnification obligations with respect to any goods originating from a third party and provided under this Agreement. Customer's sole right to indemnification with respect to such third-party goods shall be pursuant to the original manufacturer's or licensor's indemnity, if any, to Customer, to the extent provided by the original manufacturer or licensor.

10. Limited Warranty.

10.1 Limited Warranty for Instruments. Company warrants, only to Customer, that each Company Instrument purchased by Customer from Company hereunder, as delivered and under normal use, will: (1) as of the date of delivery to Customer (or, for any Instrument requiring installation by Company, as of the date of installation), conform in all material respects to Company's published specifications for such Instrument in effect at the time of delivery; and (2) for a period of one (1) year from the invoice date (or, for any Instrument requiring installation by Company, from the date of installation, provided that if installation has not occurred within sixty (60) days after delivery due to Customer's act or omission, the Warranty Period shall instead begin on the sixtieth (60th) day after delivery), be free from defects in material and workmanship under normal use and service, in either case unless the applicable Quotation or Documentation states that a different warranty or no warranty is provided by Company (the "Warranty Period"). Customer's exclusive remedy, and Company's sole liability and obligation, under this warranty is limited to replacing, repairing, or giving credit for, at Company's sole option, any Company Instrument for which written notice of the nonconformity is provided to Company during the Warranty Period. The scheduling, location (including whether on-site at Customer's facility or at a Company-authorized service center), shipping, and other logistics of warranty service shall be as set forth in Company's Warranty, Service & Support Policy applicable to the Product under this Agreement. Notwithstanding the foregoing, in performing any warranty service hereunder, Company reserves the right, at its sole option, to repair or replace the Instrument or any component thereof. Without limiting the foregoing warranty, repairs and replacements may be effected prior to acceptance or during the Warranty Period with reconditioned or refurbished Products, parts, or subassemblies. This limited warranty is subject to the exceptions set forth in Section 10.4.

10.2 Limited Warranty for Consumables. Company warrants, only to Customer, that each Company Consumable purchased by Customer from Company hereunder will be free from defects in material and workmanship upon delivery to Customer, for use as set forth in the Documentation. All Company Consumable warranty remedies are subject to the condition that warranty claims must be received by Company in writing no later than thirty (30) days after the earlier of any shelf life date, expiration date, "use by" date, "guarantee date," or other end-of-recommended-use date, or the date the number of uses stated on the Company Consumable's label or in the accompanying Documentation is reached. Customer's exclusive remedy, and Company's sole liability and obligation, under this warranty are replacing, or, at Company's option, giving credit for, any Company Consumable not meeting the above warranty for which written notice is provided to Company within the applicable period. If the defect(s) in material and workmanship diminished but did not prevent performance of the Company Consumable, any amount refunded may be apportioned according to Company's reasonable allocation of the value of the diminished performance. The decision of whether to replace the Company Consumable or give credit will be made by Company in its sole discretion. Notwithstanding the foregoing, custom Company Consumables made to Customer's specifications are sold "AS IS," without any warranty whatsoever, express or implied, except to the extent set forth in any separate express written limited warranty included in the Documentation provided with the Company Consumable or in the Quotation. Except as set forth above, expiration dates, shelf life, "use by," guaranty, or other end-of-recommended-use dates are included for informational purposes only and shall not be deemed a period of warranty. This limited warranty is subject to the exceptions set forth in Section 10.4.

10.3 Limited Warranty for Software. Company warrants, only to Customer, that Company Software provided by Company will, during the applicable Warranty Period and when properly installed and used in accordance with the applicable Documentation, function substantially in accordance with the functions and features described in such Documentation. Customer's exclusive remedy, and Company's sole liability and obligation, under this warranty are limited to using reasonable efforts, commensurate with the severity of the nonconformity, to correct, or, at Company's option, giving credit for, any substantial nonconformity of the Company Software for which written notice is provided to Company within the Warranty Period. Company does not warrant that use of Company Software will be uninterrupted or error-free, or that any particular Company Software warranty nonconformity will be corrected, or a workaround provided, within any particular timeframe. This limited warranty is subject to the exceptions set forth in Section 10.4.

10.4 Exceptions. The foregoing warranties shall not apply to, and shall be void for, any Product that: (i) was subject to improper or abnormal use or storage, abuse, neglect, negligence, or accident, including without limitation failure to properly perform routine maintenance and maintain the Product site in accordance with Company's site requirements, or use of the Product with any non-Company product (except as may be specifically recommended, with respect to standard laboratory reagents, tools, and equipment ancillary to use of the Product, in the then-current Documentation for that Product); (ii) has been repaired, altered, disassembled, or reassembled; (iii) has been removed from Customer's facility other than by Company or its designee or in accordance with Company instructions; or (iv) has failed due to externally caused short circuits, incorrect voltages, failure or fluctuation of electrical power, lightning, static, or other improper external inputs, or due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the reasonable control of the applicable party. For clarity, and without limitation, use of a Company Instrument with consumables other than the Company Consumables specified for use with that Company Instrument will void the warranty for that Company Instrument. Any attempt by Customer to repair or otherwise alter any Product, except as may be specifically pre-authorized by Company in writing in each case, and except for cleaning and replenishment or replacement of specific elements as may be provided in the applicable Documentation, shall void the warranty for that Product. Without limiting the foregoing, with regard to Company Software, these warranties shall not apply to any

failure to conform that is caused by use or operation of the Company Software in an environment other than that intended or recommended by Company, or modifications to the Company Software not made or authorized by Company. Company makes no standalone warranty with regard to Company Software. These warranties are not transferable or assignable, including without limitation in any resale of a Company Instrument or third-party computing system, and any attempt to transfer or assign these warranties shall be void for any unit to which they apply. Company neither assumes, nor authorizes any other person to assume for it, any other obligations or liabilities in connection with the sale of Products. Repair or replacement of a Product shall not extend the original warranty period for that Product. Company's warranties do not cover de-installation, re-installation, or transportation of Products.

10.5 Disclaimer; No Other Warranties. EXCEPT FOR COMPANY'S INDEMNIFICATION OBLIGATION SET FORTH HEREIN, THE EXPRESS WARRANTIES AND THE REMEDIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF, AND COMPANY HEREBY DISCLAIMS, ALL OTHER REMEDIES AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS), IN EACH CASE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION FROM A COURSE OF PERFORMANCE, DEALING, OR USAGE OF TRADE, OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE FOR COSTS OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES FOR BREACH OF WARRANTY. ANY PRODUCT OR SERVICE PROVIDED WITHOUT A WRITTEN WARRANTY FROM COMPANY IS PROVIDED "AS IS" WITHOUT (AND COMPANY HEREBY DISCLAIMS) ANY WARRANTY, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE. Without limiting the generality of Company's general rejection of conflicting terms presented by Customer, and for clarification purposes only, Customer agrees that any different or additional warranty terms stated in Customer's Terms (if applicable) shall be void and of no effect.

10.6 Third-Party Disclaimers. Notwithstanding any provision to the contrary herein, and unless otherwise expressly indicated in the Quotation or Documentation, none of Company's suppliers or licensors of any Product or other item provided by Company, or any portion thereof (under this Agreement or otherwise) (each, a "Supplier"), provides ANY WARRANTY WHATSOEVER, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE DISCLAIMED. EXCEPT AS OTHERWISE EXPRESSLY INDICATED IN THE QUOTATION OR DOCUMENTATION, IN NO EVENT SHALL ANY SUPPLIER BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, DIRECT, INDIRECT, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS.

10.7 Extended Warranty. Upon payment by Customer of the amount stated in an applicable Quotation for a Company Instrument for the purchase of an extended warranty, the applicable Warranty Period set forth herein shall be extended for such period of time as is set forth in such Quotation.

11. Limitation of Liability.

IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA, OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE). COMPANY'S TOTAL AND CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY FOR THE SPECIFIC PRODUCT(S), SERVICE(S), OR PURCHASE ORDER GIVING RISE TO THE CLAIM. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR ANY MATTER WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW.

12. Miscellaneous.

12.1 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

12.2 Waiver. The failure of either party to exercise any right granted herein, or to require any performance of any term of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of, any subsequent breach of the same or any other term of this Agreement.

12.3 No Joint Venture or Agency. Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in this Agreement.

12.4 Export Control. Customer acknowledges and agrees that the Products, or any related technology provided under this Agreement, may be subject to export control and economic sanctions laws and regulations of the United States (including the U.S. Export Administration Regulations), the European Union, the United Kingdom, and other applicable jurisdictions. Customer warrants that it will not export, re-export, or transfer any Product, or any related technology, in violation of such laws and regulations, and will not directly or indirectly export, re-export, or transfer any Product to any person, entity, or destination that is a target of applicable sanctions or otherwise prohibited under such laws and regulations.

12.5 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when: (a) delivered personally; (b) sent by email, provided no bounce-back or non-delivery notification is received by the sender; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or ten (10) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next-day delivery, or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt. Notwithstanding the foregoing, routine commercial documents, including Quotations, Order Acknowledgments, and invoices, may be sent by email or other electronic means and shall be effective upon transmission.

12.6 Assignment. Neither party shall assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the other party, except that Company may, without Customer's consent, assign or transfer this Agreement, in whole or in part, (i) to any affiliate of Company, (ii) in connection with any reorganization, financing, merger, acquisition, or the sale of all or substantially all of the stock or assets of Company or of the business or product line to which this Agreement relates, or (iii) as collateral security to a lender. No consent shall be required for any assignment by Customer in connection with any merger, acquisition, or the sale of all or substantially all of the stock or assets of Customer, so long as the assignee (i) agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) is not, in Company's reasonable judgment, a competitor of Company. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

12.7 Governing Law and Venue. If Company is Atrandi Biosciences, Inc., this Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles, and Customer and Company consent to the exclusive jurisdiction of, and venue in, the state and federal courts located in Delaware. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. If Company is Droplet Genomics, UAB, this Agreement and performance by the parties hereunder shall be construed in accordance with the laws of England and Wales, without regard to conflicts of laws principles, and Customer and Company consent to the exclusive jurisdiction of, and venue in, the courts of London, England.

12.8 Force Majeure. Company shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Company's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials, or equipment, or Customer's fault or negligence (each, a "Force Majeure Event"). In the event of any such delay, the delivery date shall be deferred for a period equal to the time lost by reason of the delay. During a Force Majeure Event, Company may allocate its available supply of affected Products among its customers, including Company's affiliates, in its reasonable discretion. If a Force Majeure Event continues for more than ninety (90) days, Company may, upon written notice to Customer, cancel the affected order (or the undelivered portion thereof) without liability to Customer, other than the return or refund of any amounts prepaid by Customer for the undelivered Products.

12.9 Entire Agreement/Amendments. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the parties. No amendment to this Agreement will be effective unless in writing and signed by both parties.

12.10 Confidentiality. Each party agrees to hold in confidence, and not to disclose to any third party or use for any purpose other than performance of this Agreement, any non-public pricing or other commercial terms of this Agreement disclosed by the other party, except to the extent such disclosure is required by law or regulation, requested by a governmental authority, or made to a party's affiliates, professional advisors, or financing sources under a duty of confidentiality. This Section 12.10 does not limit either party's obligations under any separate non-disclosure agreement between the parties, which shall control to the extent of any conflict.