

EXOKĒRYX, INC.
DEMETER EVPREP™ REAGENT RENTAL PROGRAM
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Terms") apply to any quotation ("Quote") for a reagent rental issued by EXOKĒRYX, Inc., a Delaware corporation ("Exokēryx" or "Company"), for the Demeter EVPrep™ platform (the "Instrument"), associated reagents, cartridge kits, consumables (collectively, "Reagents"), and related services. Acceptance of a Quote, issuance of a purchase order, payment, or use of the Instrument constitutes acceptance of these Terms.

1. Program Structure

1.1 Reagent Rental Model. Unless otherwise expressly stated in a Quote, the Instrument is provided under a reagent rental model. Title to the Instrument remains solely with Exokēryx at all times. No ownership rights are transferred unless and until a separate written purchase agreement is executed.

1.2 Conditioned Use. Possession and use of the Instrument are expressly conditioned upon the purchaser's ongoing compliance with these Terms, including required minimum Reagent purchases and service contract requirements.

2. Permitted Use and Restrictions

2.1 Research Use. The Instrument and Reagents are intended for research use only unless otherwise specified in writing.

2.2 Restrictions. The recipient shall not:

- Use the Instrument for clinical, diagnostic, or commercial service purposes without written authorization;
- Modify, reverse engineer, disassemble, or otherwise attempt to derive proprietary components of the Instrument; or
- Use non-Exokēryx approved reagents or consumables with the Instrument.

3. Reagent Purchase Requirements

3.1 Minimum Annual Commitment. Unless otherwise stated in the applicable Quote, the recipient agrees to purchase a minimum of **fifty (50) cartridge kits per contract year**, with **eight (8) cartridges per kit**.

3.2 Pricing. Cartridge kits are priced at **USD \$800 per kit**, unless otherwise stated in the Quote. The minimum annual commitment equals **USD \$40,000**, exclusive of taxes, freight, and applicable fees.

3.3 True-Up. Any shortfall between actual purchases and the annual minimum commitment will be invoiced at the end of each contract year and payable within thirty (30) days.

3.4 Exclusivity. Only Exokēryx-supplied or approved Reagents may be used with the Instrument.

4. Service Contract

4.1 Required Service Plan. A **Bronze-level service contract** is required for all Instruments placed under the reagent rental program at a price of **USD \$9,000 per year**, unless otherwise specified in the Quote.

4.2 Automatic Renewal. The service contract automatically renews annually unless written notice of non-renewal is provided at least thirty (30) days prior to renewal.

5. Term and Termination

5.1 Term. The initial term shall be as specified in the applicable Quote and shall automatically renew annually unless otherwise stated.

5.2 Termination for Breach. Exokēryx may terminate participation in the program for material breach, including failure to meet minimum purchase commitments or service requirements.

5.3 Effect of Termination. Upon termination, use of the Instrument must immediately cease and the Instrument must be returned to Exokēryx in good working condition, reasonable wear and tear excepted.

6. Optional Conversion to Purchase

6.1 Eligibility. After six (6) months from the initial placement date of the Instrument, the recipient may request conversion to a purchase transaction, subject to Exokēryx's written approval.

6.2 Purchase Credit. In the event of an approved purchase conversion, **fifty percent (50%) of cumulative net Reagent spend paid prior to the conversion effective date shall be credited toward the purchase price of the Instrument.**

6.3 Definitive Agreement Required. Conversion is not effective unless documented in a mutually executed written purchase agreement.

7. Ownership and Intellectual Property

All right, title, and interest in and to the Instrument, Reagents, software, documentation, and related intellectual property remain exclusively with Exokēryx.

8. Warranty Disclaimer

THE INSTRUMENT AND COMPANY MATERIALS ARE PROVIDED “AS-IS.” COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE IN TRADE. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH OR ARISING FROM INSTALLATION AND USE OF THE INSTRUMENT AND USE OF THE COMPANY MATERIALS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXOKĒRYX SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE USE OF THE INSTRUMENT OR REAGENTS. TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR REAGENTS DURING THE PRECEDING TWELVE (12) MONTHS.

10. General Provisions

10.1 Assignment. Rights may not be assigned without Exokēryx’s written consent.

10.2 Governing Law. These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles.

10.3 Entire Agreement. These Terms, together with any applicable Quote, constitute the entire agreement between the parties with respect to the reagent rental program.

10.4 Precedence. In the event of a conflict between these Terms and a Quote, the Quote shall control solely with respect to pricing and commercial specifics.

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