

Terms and Conditions of Sale

1. Acceptance of Terms. The sale of product(s) described in the accompanying sales quotation (the “Product(s)”) by Split Biosciences, Inc. (“Split Bio”) to the party ordering the Products (“Customer”) shall be governed exclusively by these terms and conditions (the “Terms”). Acceptance of any Customer order by Split Bio is made only on the express condition that these Terms govern the supply of such Products by Split Bio and the use of such Products by Customer. Customer’s issuance of a purchase order or, if no purchase order is issued, Split Bio’s delivery of Products to Customer will constitute Customer’s acceptance of these Terms. Split Bio’s failure to object to terms, conditions and/or provisions contained in any communication from Customer regarding such Product(s), including any purchase order, will not be deemed a waiver of any terms, conditions or provision set forth herein. Any additional or different terms proposed by Customer are deemed material, are objected to by Split Bio, and are hereby rejected. Agents or sales representatives of Split Bio have no authority to make any covenants or representations not included herein, and any such covenants and representations should not be relied on by Customer.
2. Orders; Delivery. All orders are subject to availability of the Products. Split Bio may make changes to product specifications that do not materially affect the quality or performance of the Products. Split Bio will use commercially reasonable efforts in the ordinary course of its business to effect the delivery of Products by the requested delivery date, but Split Bio does not guarantee any delivery date. Customer acknowledges that delivery dates are good faith estimates only. Split Bio reserves the right to make deliveries in installments, which will be separately invoiced and paid for by Customer when due per invoice. Unless specified otherwise by Split Bio, all shipments of Products will be FCA Split Bio’s facility which means that Products are considered delivered to Customer when loaded onto a commercial carrier at Split Bio’s facility. Title and risk of loss with respect to Products supplied under these Terms will pass to Customer at the time of delivery.
3. Returns; Acceptance. Customer may return Products that are damaged or defective on delivery by notifying Split Bio in writing within 10 days following receipt of such Products and returning such Products within 20 days following receipt. All Products will be deemed accepted by Customer if Customer does not notify Split Bio and return Products in accordance with the preceding sentence. Split Bio will be entitled to either replace or issue a refund for the damaged or defective Product at Split Bio’s sole discretion and this will be Customer’s sole and exclusive remedy for damaged or defective Products.
4. Price. If no price for Products is provided in the accompanying sales quotation, the price for such Products will be Split Bio’s standard price in effect at the time of shipment of such Products. Prices for Products are subject to change from time to time without notice and exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products. If any such taxes apply, Customer will be responsible to pay them. If Split Bio pays any such taxes, Split Bio will add them to Customer’s invoice. Additionally, Customer is responsible for paying all delivery and handling charges, if applicable, and such charges will be included on Customer’s invoice.
5. Payment. Customer will pay invoices in U.S. dollars within 30 days from the invoice date. Each order is a separate transaction, and Customer may not set-off payments from one order against another. If payment is late, without affecting any other rights of Split Bio, unpaid amounts will

accrue interest at an interest rate of 1% per month or, if lower, the maximum legal interest rate, and Split Bio may suspend delivery, cancel Customer's orders or reject future Customer orders. Split Bio's preferred payment method is via business wires, including ACH. Customer may contact Split Bio to discuss other payment options if Customer prefers to use a different payment method.

6. Limited Warranty. Split Bio warrants to Customer that, during the 90 day period following delivery of a Product, such Product will be free from material defects in design, workmanship and materials. If Split Bio receives a timely written notice of a warranty claim from Customer within the 90 day warranty period, Split Bio, as its sole obligation and Customer's sole recourse, will either replace or repair the non-conforming Product or Product component or issue a refund for the purchase price of the non-conforming Product at Split Bio's sole discretion. The warranty period for any replaced Product will be 90 days following delivery of the replaced Product. This warranty will not be effective if Split Bio determines that Customer has misused the Products in violation of these Terms or Split Bio's instructions, or if the defects to the Products result from Customer's negligence. This warranty does not cover any technical assistance or other information that Split Bio may provide regarding the Products. SPLIT BIO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IF SPLIT BIO MAKES CUSTOM GOODS FOR CUSTOMER BASED ON INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS THAT CUSTOMER PROVIDES, SPLIT BIO WILL NOT BE LIABLE FOR THE LACK OF SUFFICIENCY, FITNESS FOR PURPOSE OR QUALITY OF THE GOODS TO THE EXTENT ATTRIBUTABLE TO SUCH INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS.
7. Product Use. All Products are for RESEARCH USE ONLY, AND NOT FOR THERAPEUTIC OR DIAGNOSTIC USE IN HUMANS OR ANIMALS. The Products have not been validated or reviewed for any use in humans or animals. Customer will use the Products at all times in compliance with the written instructions provided by Split Bio and with all applicable laws and regulations. Customer will warn its employees or other personnel of any risks involved in using or handling the Products. Customer acknowledges that Split Bio has provided material Safety Data Sheets (SDSs) for the Products, and that they are made available to Customer upon shipment of Products. SDSs may also be requested by contacting support@splitbio.com. Customer represents and warrants to Split Bio that Customer will properly use, develop and, to the extent authorized, market any products made in connection with use of the Products in compliance with all applicable laws and regulations. Because the Products are intended for research purposes only, they may not be on the Toxic Substances Control Act (TSCA) inventory. Customer assumes responsibility to assure that the Products are approved for use under TSCA, if applicable.
8. Restrictions. Customer will not sell or otherwise transfer to any third party any Product or any of its components, whether alone or in combination with other items or components. Customer will not, nor will Customer allow any third party to: (a) reverse engineer, disassemble, or reverse-

assemble any Product; (b) separate, extract, or isolate components of any Product; or (c) subject any Product or components thereof to any analysis not authorized by Split Bio in writing.

9. Limited Rights. The purchase of the Products conveys to Customer the limited, non-transferable right to use the quantity of the Products actually purchased from Split Bio for internal research purposes only. No right to resell the Products or any of their components is conveyed expressly, by implication, or by estoppel. Customer acknowledges and agrees that Split Bio shall retain all intellectual property rights in the Products and all intellectual property rights used to make or useful for the manufacture or use of the Products and that Split Bio does not provide any rights to use the Products in commercial applications of any kind, including, without limitation, manufacturing, quality control or commercial services. If Customer makes any modification or improvement to the Product or its method of use (a "Product Improvement"), Customer hereby grants to Split Bio a non-exclusive, worldwide, fully sublicensable in multiple-tiers, fully paid-up, royalty-free, irrevocable, perpetual license to such Product Improvement for any and all purposes. For clarity, Product Improvements do not include the data generated by Customer in connection with the use of the Products in accordance with the Terms. Customer's use of the Products may be subject to the intellectual property rights of third parties, require a license from such third parties, or be subject to certain third party restrictions, and Customer is solely responsible for obtaining any such rights, licenses or permissions from any such third party.
10. Confidentiality. All information disclosed by Split Bio to Customer which relates to any Product, including any financial terms related to the sale of any Product, will be "Confidential Information", except to the extent such information is or becomes: (a) publicly known without act or omission on the part of Customer, (b) disclosed to Customer by an authorized third party without obligation of confidentiality, or (c) independently developed by Customer with use of Confidential Information. Customer will not, without the prior written permission of Split Bio, (i) use any Confidential Information for any purpose other than as expressly authorized by these Terms, or (ii) disclose, transfer, or otherwise make available the Confidential Information to any third party. Notwithstanding the foregoing, Customer may disclose Confidential Information to the extent required by law, regulation, rule, act or order of any governmental authority or agency; provided that Customer will first notify Split Bio promptly in writing of any such required disclosure, and cooperate with Split Bio's efforts to limit or avoid disclosure, and/or to seek a protective order, confidential treatment or other available remedies; and if such disclosure is made by Customer, Customer will limit such disclosure as far as is possible under applicable law, including obtaining any available confidential treatment or other limitation on further dissemination of disclosed information.
11. Indemnity. To the extent allowed by applicable law, Customer will indemnify, defend and hold harmless Split Bio, its officers, agents, employees, distributors and affiliates (each, an "Indemnified Party") for any claim, loss, damage, expense or other liability (including reasonable attorneys' fees and costs) which may be made against an Indemnified Party as a result of (a) Customer's use of the Products, (b) Split Bio's manufacture or sale of a product made in accordance with Customer's instructions, (c) Customer's failure to comply with the Terms, (d) Customer's failure to acquire any applicable third party rights related to its use of the Products, (e) the negligence or willful misconduct of Customer, its officers, agents, employees, distributors and affiliates or (f) Split Bio's

use of materials that Customer provides to Split Bio; except in each case, where a claim arises as a result of Split Bio's gross negligence or willful misconduct.

12. Limitations of Liability. TO THE EXTENT PERMITTED BY LAW, SPLIT BIO SHALL NOT BE LIABLE, UNDER ANY LEGAL THEORY (CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE), FOR: (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WHETHER FORESEEABLE OR NOT, IN ANY WAY RELATED TO THESE TERMS EVEN IF SPLIT BIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) CUMULATIVE LIABILITY IN EXCESS OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT PURSUANT TO WHICH SUCH LIABILITY OR DAMAGES AROSE. THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN SHALL APPLY TO ALL CLAIMS OF EVERY KIND. Customer acknowledges that the foregoing limitations are an essential element of these Terms and that in the absence of such limitations, the pricing and other terms set forth in these Terms would be substantially different. All claims must be brought by Customer within one (1) year of delivery of the applicable Product that is the subject of the claim, regardless of the nature of the claim.
13. Export Control. Customer acknowledges that Products may be subject to U.S. export control laws and regulations. Customer represents and warrants to Split Bio that Customer will not, directly or indirectly, (a) sell, export, reexport, transfer, divert, or otherwise dispose of any Products to any destination, entity, or person prohibited by the laws or regulations of the U.S., or (b) use the Products for any use prohibited by the laws or regulations of the U.S. or any other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.
14. Miscellaneous. These Terms, including all documents incorporated herein by reference, any sales quotation issued to Customer from Split Bio, and those specific terms of a purchase order or other document that are either consistent with these Terms or expressly agreed upon by Split Bio in writing (collectively, the "Contract"), constitute the entire agreement between Split Bio and Customer relating to the subject matter hereof and supersede all prior agreements and understandings between Customer and Split Bio relating to such subject matter, whether written or oral. Split Bio will not be responsible or liable for failing to perform any obligations hereunder to the extent caused by circumstances beyond Split Bio's reasonable control. Split Bio's exercise of any option or failure to exercise any rights hereunder will not constitute a waiver of Split Bio's rights to damages for breach of contract and will not constitute a waiver of any subsequent failure, delay, or breach by Customer. If any provision or part of the Contract is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Contract. Headings are for convenience only and will not be used in the interpretation of these Terms. The Contract will be governed by and construed in accordance with the laws of the State of Washington, USA without regard to conflicts of law provisions. Split Bio may assign any rights or obligations under the Contract to any person or entity in whole or in part. Split Bio reserves the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between Split Bio and Customer for any order received by Split Bio before the changes are made.