

STANDARD TERMS AND CONDITIONS

GENERAL—These Standard Terms and Conditions (these “Terms”) and the purchase order or quotation (each, a “Quotation”) to which these Terms are attached are hereby automatically incorporated into any agreement (each, an “Agreement”) between INDIGO Biosciences, Inc. (“INDIGO Biosciences,” “us,” “we” or “our”) and you, our customer (“you,” “Client” or “Customer”), for the sale of products or the delivery of services to you by us that are identified in such Quotation. These Terms shall govern the performance of each Agreement between you and us. No addition or modification to any of these Terms shall be binding upon us unless in writing and signed by one of our authorized representatives. If there is a contradiction between a provision of these Terms and a Quotation, then the provisions in these Terms will take precedence unless the Quotation specifically states that it takes precedence over the provision in these Terms.

PAYMENT TERMS—Unless otherwise set forth in the Quotation, terms of payment are “Net 30 Days” after presentation of our invoice. A 1.5% monthly service charge shall be added to all past due balances. Notwithstanding any payment terms to the contrary set forth in a Quotation, we, in our sole discretion, reserve the right to request payment in advance from you. You will pay any applicable taxes (other than taxes on our income) and other fees of any nature imposed by or under the authority of any government. In the event that you default in payment due to us, we are entitled to recover from you our reasonable costs of collection, including, but not limited to, attorneys’ fees, in addition to payment of overdue amounts and associated service charges.

WARRANTY AND LIMITS OF LIABILITY—Unless otherwise provided in writing and approved by INDIGO Biosciences, for a period of six months after the date of delivery, INDIGO Biosciences warrants that all products furnished under any Agreement will be of merchantable quality free from defects in material workmanship and design, each as determined by generally recognized, applicable and accepted practices and procedures in the industry. With respect to any services provided by INDIGO Biosciences to you, unless otherwise provided in writing and approved by INDIGO Biosciences, we warrant the accuracy of the test results for the compounds as submitted within the tolerances that are usual and customary within good and well-accepted industry standards.

Under no circumstances will INDIGO Biosciences have any warranty liability in excess of the prices or fees paid by Customer to INDIGO Biosciences under the pertinent Quotation. This warranty is in lieu of all other warranties whether expressed, implied or statutory including implied warranties of merchantability or fitness for a particular purpose and thereby excludes certifications or the like for product performance, use or design with respect to any standard, regulation or the like. Neither INDIGO Biosciences nor Customer shall be liable to the other under any Agreement for incidental, consequential or special damages or any similar damages without regard to the notice or foreseeability thereof.

COMPOUND COLLECTION/SUBMISSION—Client shall be responsible for proper collection, preservation, packing and packaging, and shipment of the compounds in accordance with applicable law and good commercial practice. Title and risk of loss with respect to submitted compounds shall at all times remain with Client prior to acceptance by an INDIGO Biosciences custodian. All compounds must be accompanied by: purchase order or signed quotation and a statement of work

DISPOSAL—We retain compounds for three months after reporting results, then dispose of or return the compound. If you want us to return your compounds or to store them for more than three months, you must contact us to make appropriate arrangements. We reserve the right to charge a disposal fee. We may charge a monthly fee for long-term storage. We will store all compounds under locked, temperature-controlled conditions. An internal chain-of custody is maintained for each lot of compound received.

HAZARD COMMUNICATION—You must inform our laboratory personnel of any known or suspected hazardous characteristics of your compound, and provide information on hazard prevention and personal protection as necessary or otherwise required by applicable law.

QUALITY ASSURANCE—We will perform services consistent with our Technical Manuals which are available on our website and expressly incorporated herein by reference. By placing an order for work, you confirm that our Technical Manuals are satisfactory.

BILLING; CHANGES—All fees and charges are billed directly to the Customer ordering our products. INDIGO Biosciences does not bill a third party without prior notification in writing, via a signed statement acknowledging and accepting responsibility for payment. Any changes to service protocols must be submitted in writing. Please fax or email changes to INDIGO Biosciences marked “URGENT” to your assigned representative and request confirmation of receipt. If changes are made after the originally requested testing has been initiated or completed, you will be charged for all additional fees and charges resulting from such changes. INDIGO Biosciences will not be responsible for hold times that are missed due to such changes.

INDEMNIFICATION, LIABILITY, AND PERIOD WITHIN WHICH TO SUE—Each of you and we shall defend, indemnify and hold the other harmless from and against any and all liabilities and damages (including reasonable attorneys’ fees) (“Losses”) resulting from any third party claims, demands, suits or proceedings (“Claims”) to the extent arising out of or relating to (a) in the case that we are the indemnifying party, our production of products, (b) in the case that you are the indemnifying party, your use of all products supplied by us to you, (c) a material breach of these Terms and Conditions by the indemnifying party, (d) a material violation of applicable law by the indemnifying party or (e) the negligence, recklessness or willful misconduct of the indemnifying party during the course of activities carried out in connection with any Agreement. Neither you nor we will be liable to the other for breach-of-contract damages that (i) the breaching party could not reasonably have foreseen on entry into any Agreement or (ii) result from special circumstances of the non-breaching party. **Our maximum aggregate total liability in connection with any Agreement will not exceed the total payments received under such Agreement.** This limitation of liability will be effective regardless of the form of action whether in contract or tort, including negligence or products liability. Any action against INDIGO Biosciences must be brought within 18 months after the cause of action accrues.

CONFIDENTIALITY—“Confidential Information” means any confidential or proprietary information that either we or you mark or prominently designate as confidential prior to or at the time of disclosure to the other. INDIGO Biosciences and Customer agree that, with respect to the Confidential Information of the other, it will, (a) maintain the Confidential Information in confidence, (b) not use the Confidential Information other than in connection with performance of any Agreement and (c) not disclose the Confidential Information to any third party other than to the extent required by applicable law or reasonably necessary to prosecute or defend litigation or arbitration and only after giving reasonable advance notice of such disclosure to the other. These confidentiality obligations do not apply to Confidential Information if (a) the Confidential Information is public knowledge or becomes public knowledge after disclosure through no fault of the other, (b) the Confidential Information can be shown by the other to have been in its possession prior to disclosure, (c) the Confidential Information was received from a third party that was not obligated to maintain the Confidential Information in confidence, or (d) the other can show that equivalent information was developed independently by the other without reference to the Confidential Information.

LITIGATION—The laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflict of laws, govern all matters relating to any Agreement. All litigation between us and you must be brought in the state or federal courts situated in Centre County, Pennsylvania.