

Dovetail™ Hi-C Terms and Conditions

Dovetail Genomics, LLC.

Acceptance of Terms

1.1 Our offer to sell products is expressly conditioned upon your acceptance of these terms and conditions (“Terms”). You will be deemed to have accepted these Terms, unless you return the products you received to us unopened and unused in accordance with Section 3.1 of these Terms no later than 10 days after receipt, or upon analysis of your data by our software, whichever is sooner. Our failure to object to any terms and conditions contained in any purchase order or other document from you will neither be construed as our acceptance of such terms and conditions, or a waiver of these Terms.

1.2 These Terms, including all documents incorporated herein by reference, any quotation issued to you from us, and those specific terms of a purchase order or other document that are either consistent with these Terms or expressly agreed upon by us in writing, constitute the entire contract between us relating to the subject matter hereof (the “Contract”), and supersede all prior agreements and understandings between us, whether written or oral. Any additional or different terms and conditions are hereby rejected and will be void. In the event of a conflict, our quotation takes precedence over these Terms, and a written contract covering the same subject matter signed by both of us takes precedence over both. If one or more of these Terms are held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Terms will be unimpaired.

Orders and Delivery

2.1 All orders are subject to Dovetail’s acceptance and availability of the Products. Dovetail reserves the right to make delivery in installments. All of our Products are sold EXW our distributor (Incoterms 2010).

Inspection and Returns

3.1 You can return products that are damaged or defective on delivery, or correct any shortages or delivery errors, if you contact Customer Service at support@dovetail-genomics.com within 10 days from the day you receive the products and receive authorization for return. If you do not contact us within 10 days, the products will be deemed accepted.

Credits and Refunds

4.1 For any properly returned products, at our discretion, we may replace the products free of charge, issue a product credit or refund for the product value and shipping charges. No product credit will be available for use if a past due balance is outstanding on the account. Any product credit not used within six (6) months of the date of issue will expire.

Price, Taxes and Other Charges

5.1 Our prices are subject to change from time to time. Our prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add them to your invoice. You are also responsible for standard delivery and handling charges, if any. We will also add these charges to your invoice.

Payment

6.1 Invoices shall be paid in U.S. dollars within 30 days from the invoice date. Each order is a separate transaction, and you may not set-off payments from one order against another. If you are late in making payment, without affecting our other rights, we may suspend delivery or cancel the order or Contract, reject your future orders, and charge you a late-payment charge, from the due date until paid, at the rate of 1% per month (12% per year) or, if less, the maximum amount allowed by law.

No Warranty

7.1 THE PRODUCT IS PROVIDED "AS IS, WHERE IS" AND WITH ALL FAULTS. SELLER MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO NON-INFRINGEMENT, TITLE, PATENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY CUSTOMER. Seller's representatives are not authorized to enter into agreements outside these Terms or to make any warranties or representations of any kind with respect to the Product.

Product Use and Restriction

8.1 All products are for **RESEARCH USE ONLY**, AND NOT FOR USE IN DIAGNOSTICS OR DIAGNOSTIC PROCEDURES. The Product does not have FDA or other regulatory approval. Buyer agrees not to use the Product in any setting requiring FDA or similar regulatory approval or exploit the Product in a clinical or veterinary diagnostic or therapeutic setting. You are solely responsible for making sure that the way you use the products complies with applicable laws, regulations and governmental policies and for obtaining all necessary approvals, intellectual property rights, licenses and permissions that you may need related to your use.

Software Restrictions

9.1 Purchaser acknowledges that Dovetail Genomics LLC Software may be subject to additional terms and conditions. No rights to any Dovetail Genomics LLC software are granted with the purchase of a Dovetail™ Hi-C Library Preparation Kit or HiRise™ Scaffolding Software. Purchaser may not use, copy, modify, create derivative works of, reverse engineer, decompile, disassemble, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the Software, nor permit any other party to do any of the foregoing. Purchaser may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the

Software. Purchaser may not (and may not attempt to) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any protection mechanisms in the Software including without limitation any such mechanism used to restrict or control the functionality of the Software. To the extent third party code is included in Software and any term or condition of a third party license applicable to such third party code directly conflicts with the terms and conditions set forth herein, the applicable term(s) or condition(s) of that third party license will be applicable only to that third party code and only to the extent necessary to remove the conflict.

Limited Rights

10.1 All intellectual property rights in the products and in any DOVETAIL technology, intellectual property and know-how used to make or useful for the manufacture or use of the products will at all times remain vested in DOVETAIL and its licensors. Unless otherwise expressly agreed in writing by our CEO, your purchase of the products only grants you a limited, non-transferable right to use the quantity of the products that you have purchased from us. No right to resell our products or any of their components is conveyed. Unless otherwise expressly agreed in writing by our CEO, we provide no rights to use our products in commercial applications of any kind, including, without limitation, manufacturing, quality control or commercial services such as reporting the results of your activities for a fee or other form of consideration.

10.2 It is solely your responsibility to determine whether you may be required to obtain any additional or third party intellectual property rights depending upon the particular application in which you use the product. If you need commercial use rights to our products (including the right to perform fee-for-services), please contact Dovetail's Business Development department at info@dovetail-genomics.com.

Indemnification

11.1 To the extent allowed by applicable law, and except where a claim arises as a result of Dovetail Genomics' gross negligence or willful misconduct, you will indemnify, defend and hold harmless Dovetail Genomics, its officers, agents, employees, distributors and affiliates for any claim, loss, damage, expense or other liability (including reasonable attorneys' fees and costs) which may be made against us as a result of (a) your acts, omissions, use or modification of a product, (b) your reliance on or use of results generated using a Dovetail Genomics Product, (c) your failure to comply with this agreement, or (d) your failure to acquire any applicable additional rights related to your use of the products.

Limitations of Liability

12.1 EXCEPT TO THE EXTENT (i) CAUSED BY DOVETAIL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) REQUIRED BY APPLICABLE LAW, DOVETAIL AND ITS REPRESENTATIVES SHALL HAVE NO LIABILITY FOR (A) ANY LOSS OF USE, PROFITS, REVENUE, GOODWILL, BUSINESS, OR OTHER FINANCIAL LOSS, (B) COSTS OF SUBSTITUTE GOODS OR SERVICES, OR (C) ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF DOVETAIL OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, DOVETAIL'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY BUYER TO DOVETAIL FOR THE PRODUCTS. BUYER UNDERSTANDS THAT THE RISKS OF LOSS HEREUNDER ARE REFLECTED IN THE PRICE OF THE PRODUCTS AND THAT THESE TERMS WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK.

12.2 DELIVERY DATES AND TIMES ARE ESTIMATES ONLY AND WE WILL NOT BE LIABLE (IN CONTRACT, TORT OR OTHERWISE) FOR ANY LOSSES, EXPENSES, CLAIMS OR DAMAGES CAUSED BY A LATE DELIVERY.

Export Control

13.1 Products received from us may be subject to U.S. export control laws and regulations. You represent and warrant to us that you will not, directly or indirectly, (a) sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from us to any destination, entity, or person prohibited by the laws or regulations of the U.S., or (b) use the product for any use prohibited by the laws or regulations of the U.S. and/or your local jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

Miscellaneous

14.1 Dovetail Genomics, LLC will not be responsible or liable for failing to perform our obligations under the Contract to the extent caused by circumstances beyond our reasonable control. Our exercise of any option or failure to exercise any rights hereunder will not constitute a waiver of our rights to damages for breach of contract and will not constitute a waiver of any subsequent failure, delay, or breach by you. 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 California, USA without regard to conflicts of law provisions. We may assign our rights and/or obligations under the Contract to any person in whole or in part. You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from us as a result of discussions, negotiations and other communications between us in relation to our products or services. We reserve the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between us for any order we receive before the changes are made.