

**Codexis, Inc.**  
**Terms and Conditions of Purchase**

**Enzymes and Enzyme Kits and Panels for Amidation and Other Acyltransfer Reactions**

**PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“T&Cs”) CAREFULLY BEFORE PLACING AN ORDER FOR ANY ENZYMES OR OTHER MATERIALS FROM CODEXIS. BY ORDERING MATERIALS FROM CODEXIS, YOU ARE AGREEING TO BE BOUND BY THESE T&Cs. IF YOU DO NOT AGREE WITH THESE T&Cs, DO NOT ORDER MATERIALS.**

1. **Scope.** These T&Cs apply to the sale of enzymes (individually) and enzymes contained in Codexis kits and panels intended for amidation and/or other acyltransfer reactions, (the “Materials”) by Codexis, Inc. or its affiliates (“Codexis”) to you (“Buyer”). Unless otherwise agreed between Codexis and Buyer in writing, the terms of these T&Cs supersede any other agreements, purchase orders, or terms and conditions of Buyer. By ordering the Materials, you agree to be bound by these T&Cs.
2. **Permitted Use of Materials; Restrictions; Compliance with Laws.** Buyer may use the Materials only to Screen chemical substrates to assess the performance of the Materials to catalyze the transformation of such substrates into active pharmaceutical ingredients and/or intermediates for known pharmaceutical drug substances (“Buyer Products”) (the “Permitted Use”). “Screen” or “Screening” means the exposure of a particular substrate to one or more Materials for the purpose of (a) determining the potential of using Material to enhance or provide an alternative process for the development and manufacture of Buyer Products from such substrate, and/or (b) identifying better enzymes for the manufacture of such Buyer Products from such substrate, and/or (c) determining the potential to optimize Materials. Without Codexis’ prior written consent, which consent may be withheld by Codexis in its sole discretion, Buyer may not use the Materials, nor permit their use, for any purpose other than the Permitted Use, including the optimization of the Materials and/or manufacture of clinical or commercial quantities of active pharmaceutical ingredients and/or intermediates for known pharmaceutical drug substances. Buyer represents and warrants to Codexis that Buyer’s manufacture or use in connection with the Screening of chemical substrates and the Buyer Products does not and will not infringe the intellectual property rights of any third party. Buyer shall not, nor permit any third party to, (i) attempt to extract information from, reverse engineer, deconstruct, disassemble, sequence or in any way determine the biological, chemical or physical structure or composition of the Materials; (ii) copy, alter, modify or otherwise design or create any variant or derivative of any of the Materials; (iii) transfer, disclose or otherwise provide access to any of the Materials, to a third party, unless Codexis provides its prior written approval; or (iv) immobilize, stabilize or modify, add to or otherwise alter any of the Materials in a manner that would permit Buyer to re-use the Materials. Buyer shall, and shall cause its permitted contract research subcontractors (in accordance with this Section 2(iii)) to strictly comply with these T&Cs, any other instructions for use as provided by Codexis, and any and all laws, regulations and rules applicable to the use, handling and shipping of the Materials. Notwithstanding anything to the contrary herein, Buyer is not permitted in any case to use any Materials to develop or produce (1) vaccines, (2) plants, (3) human therapeutic proteins, (4) microbes for the treatment of plants as biopesticides or as treatment for plant seed protection or enhancement, or (5) reagents, instruments, and services for the diagnostics and research supply markets with respect to clinical and diagnostic tests, tests for analytical/bioanalytical purposes, and/or sequencing and sequence analysis of nucleic acids or other biological polymers for any purpose.
3. **Payment.** All invoices shall be paid to Codexis within thirty (30) days from date of invoice. Unless otherwise agreed in writing by Codexis and Buyer or as set forth in the contract pursuant to which these T&Cs are issued, (i) Materials are sold FCA (per INCOTERMS 2020) the Material dispatch location and (ii) payment shall be in U.S. dollars. Title and risk of loss shall transfer to Buyer from Codexis upon transfer of Materials to an agreed upon carrier. All Materials are billed based on the price list prevailing at the time of acceptance of the order by Codexis. Any taxes, duties, customs, inspection or testing fee imposed by any governmental authority shall be paid by Buyer.
4. **Returns.** Buyer shall notify Codexis in writing at sales@codexis.com within five (5) calendar days of receipt of Materials of any claim that the Materials are not viable, contaminated or otherwise defective. Codexis’ sole obligation shall be, in its sole discretion, to replace such Materials without charge.
5. **Intellectual Property.** Subject to the terms and conditions of these T&Cs, Codexis hereby grants to Buyer a non-exclusive, royalty-free, fully paid-up, worldwide license under Codexis’ intellectual property rights in the Materials to use the Materials solely for the Permitted Use. Buyer owns all right, title and interest in intellectual property rights arising from the use of the Materials (which do not incorporate or consist of the Materials) pursuant to these T&Cs that are methods, processes, procedures, techniques and improvements solely related to the manufacture of active pharmaceutical ingredients and/or intermediates for known pharmaceutical drug substances that are exclusively owned or controlled by Buyer (collectively, the “Product Improvements”). For clarity, Buyer acknowledges and agrees that Codexis owns and shall solely own all right, title and interest in all intellectual property rights in the Materials and all methods, processes, procedures, and techniques or improvements arising from the use of the Materials that are not Product Improvements. Except as expressly set forth in these T&Cs, nothing in these T&Cs shall be deemed to grant or assign to Buyer any rights under any intellectual property or other proprietary rights of Codexis or its affiliates. Buyer shall have the right, but not the obligation, to file patent applications covering Product Improvements and to control the prosecution, enforcement and maintenance of any such patent applications or patents. Codexis shall have the sole and exclusive right, but not the obligation, to file patent applications covering inventions that are not Product Improvements and to control the prosecution, enforcement and maintenance of any such patent applications or patents. For clarity, Buyer shall not file any patent applications covering any intellectual property rights arising from the use of the Materials other than the Product Improvements. In the event that Buyer obtains any patent rights in violation of these T&Cs, in addition to and not limiting any other remedies available to Codexis, Buyer shall grant, and hereby does grant to Codexis and its affiliates a perpetual, transferable, irrevocable, sublicensable, royalty-free, fully paid-up, worldwide, non-exclusive right and license under any such patent rights.
6. **Biological and/or Chemical Properties.** Buyer acknowledges and agrees that the Materials may have biological and/or chemical properties that are unknown and unpredictable at the time of transfer, that they are to be used with caution and prudence, and are not to be used for any purpose other than the Permitted Use.
7. **Disclaimer of Warranties.** CODEXIS AND/OR ITS AFFILIATES ARE PROVIDING THE MATERIALS “AS IS,” WITH NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MATERIALS THEMSELVES OR THE USE THEREOF IN COMBINATION WITH OTHER PRODUCTS OR IN THE OPERATION OF ANY PROCESS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.
8. **Indemnification; Limitation of Liability.** Buyer shall indemnify, defend and hold Codexis and its affiliates, agents, employees, officers and directors harmless from and against any and all liability, damage, loss, cost or expense (including without limitation, attorneys’ fees) arising out of claims or suits (including fines, penalties, duties, taxes, or any other charges imposed or assessed by any state, federal, foreign or other authority) related to (a) the export, import, transport, use, storage, or handling of the Materials by or on behalf of Buyer and/or its contract manufacturing subcontractors; (b) any breach by Buyer and/or its contract manufacturing subcontractors of these T&Cs; and/or (c) Buyer’s use, manufacture or commercialization of its pharmaceutical drug substances. Codexis’ liability to Buyer shall not exceed the amount (if any) received by Codexis in exchange for the Materials. For the avoidance of doubt, if Codexis has not received any cash consideration from Buyer in exchange for the Materials, then Codexis shall have no monetary liability under these T&Cs. IN NO EVENT SHALL CODEXIS OR ANY OF ITS AFFILIATES BE LIABLE TO BUYER OR ANY OF ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, EVEN IF A REPRESENTATIVE OF CODEXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Miscellaneous.** These T&Cs constitute and contain the entire understanding and agreement of Codexis and Buyer with respect to the subject matter hereof. These T&Cs supersede any and all prior and contemporaneous oral negotiations, understandings and agreements between the parties, including any purchase order or similar document issued by Buyer to Codexis, regarding such subject matter. No waiver, modification or amendment of any provision of these T&Cs will be valid or effective unless made in writing and executed by a duly authorized representative of each party. A waiver by any party of any of the terms and conditions of these T&Cs in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. These T&Cs shall be governed by and interpreted in accordance with the laws of the State of California, USA, excluding conflict of laws principles. Any breach of these T&Cs by Buyer’s contract research or manufacturing subcontractors shall be deemed a breach by Buyer. In addition, Codexis shall have the right to enforce these T&Cs on behalf of Buyer against any such subcontractor in breach hereof. Codexis has the right to terminate the license in Section 5 upon written notice to Buyer.