

Element Biosciences

Supplemental Terms - Pre-Release Products

Supplemental Terms - Element Pre-Release Product(s) (“Pre-Release Product(s)”)

These Supplemental Terms apply for the purchase of any Product that is designated by Element Biosciences, Inc. (“Element”) as a Pre-Release Product and are in addition to Element’s Terms & Conditions of Sale available [here](#). All capitalized terms used but not defined herein will have the meaning given to them in Element’s Terms & Conditions of Sale.

1. All Pre-Release Products are supplied to the applicable customer (“Customer”) only for purposes of Customer’s internal evaluation of the Pre-Release Products (“Evaluation”) solely at Customer’s facility where said Pre-Release Products are delivered (“Facility”).
2. Customer will ensure that no one will be allowed to take or send the Pre-Release Products to any location other than the Facility. Pre-Release Products may not be sold, transferred, loaned, leased, disclosed or provided to, or permitted by the Customer to be accessed by, any third party
3. Customer will provide the results of the Evaluation to Element (“Results”) and the Results will be deemed the confidential information of both Customer and Element; provided, however, that Customer will not not publish the Results and/or disclose or transfer the Results to any third party without Element’s prior written consent.
4. Element will have all right, title, and interest in any feedback on the Pre-Release Products provided by Customer and said results and feedback will be deemed Element’s confidential information.
5. ALL PRE-RELEASE PRODUCTS ARE PROVIDED “AS-IS” AND (1) ELEMENT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE; AND (2) ELEMENT HAS NO INDEMNITY OBLIGATIONS WITH RESPECT TO THE PRE-RELEASE PRODUCTS.