

## Terms of Sale for Products

1. Acceptance of Terms. The sale of product(s) described in this order (the "Product(s)") by Parse Biosciences, Inc. ("Parse Biosciences") to the party ordering the Products ("Customer") shall be governed exclusively by these Terms and Conditions of Sale (the "Terms"). Acceptance of any Customer order by Parse Biosciences is made only on the express condition that these Terms govern the supply of such Products by Parse Biosciences and the use of such Products by Customer. Customer's issuance of a purchase order or, if no purchase order is issued, Parse Biosciences' delivery of Products to Customer will constitute Customer's acceptance of these Terms. Parse Biosciences' 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 in any purchase order of Customer or otherwise proposed by Customer are deemed material, are objected to by Parse Biosciences, and are hereby rejected. Agents or sales representatives of Parse Biosciences 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. Parse Biosciences may make changes to product specifications that do not materially affect the quality or performance of the Products. Parse Biosciences will use commercially reasonable efforts in the ordinary course of its business to effect the delivery of Products by the requested delivery date, but Parse Biosciences does not guarantee any delivery date. Customer acknowledges that delivery dates are good faith estimates only. Parse Biosciences 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 Parse Biosciences, all shipments of Products will be FCA Parse Biosciences' facility which means that Products are considered delivered to Customer when loaded onto a commercial carrier at Parse Biosciences' facility. Title and risk of loss with respect to Products supplied under these Terms will pass to Customer at the time of shipment. In the event of any conflict, inconsistency or ambiguity between this Section and any other document or agreement, including any subsequent purchase order or terms and conditions issued by Customer, this Section shall control.

3. Returns; Acceptance. Customer may return Products that are damaged or do not comply with the terms of the documentation accompanying such Products (the "Documentation") on delivery by notifying Parse Biosciences 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 Parse Biosciences and return Products in accordance with the preceding sentence. Parse Biosciences will be entitled to either replace or issue a refund for the damaged or noncompliant Product at Parse Biosciences' sole discretion and this will be Customer's sole and exclusive remedy for damaged or non-compliant Products.

4. Price. If no price for Products is provided in the accompanying sales quotation, the price for such Products will be Parse Biosciences' 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 Parse Biosciences pays any such taxes, Parse Biosciences 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 Parse Biosciences, unpaid amounts will accrue interest at an interest rate of 1% per month or, if lower, the maximum legal interest rate, and Parse Biosciences may suspend delivery, cancel Customer's orders or reject future Customer orders. Parse Biosciences' preferred payment method is via business wires, including ACH. Customer may contact Parse Biosciences to discuss other payment options if Customer prefers to use a different payment method.

6. Limited Warranty. Parse Biosciences warrants to Customer that, during the 90 day period following delivery of a Product, such Product will comply with the Documentation in all material respects. If Parse Biosciences receives a timely written notice of a warranty claim from Customer within the 90 day warranty period, Parse Biosciences, 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 Parse Biosciences' 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 Parse Biosciences determines that Customer has misused the Products in violation of these Terms or the Documentation, or if the defects or other non-conformities to or in the Products result from Customer's negligence, misconduct, abuse, or alteration or modification of the Products, or any use of the Products by Customer personnel who are not appropriately trained in the use of such Products. This warranty does not cover any technical assistance or other information that Parse Biosciences may provide regarding the Products. PARSE BIOSCIENCES 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 PARSE BIOSCIENCES MAKES CUSTOM GOODS FOR CUSTOMER BASED ON INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS THAT CUSTOMER PROVIDES, PARSE BIOSCIENCES 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. PARSE BIOSCIENCES MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO, NOR DOES PARSE BIOSCIENCES ENDORSE, ANY INFORMATION MADE AVAILABLE BY THIRD PARTIES.

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, approved or reviewed for any use in humans or animals. Customer will use the Products at all times in compliance with the Parse Biosciences Documentation 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 Parse Biosciences 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@parsebiosciences.com. Customer represents and warrants to Parse Biosciences 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; (c) subject any Product or components thereof to any analysis not authorized by Parse Biosciences in writing; or (d) use the Product for any therapeutic or diagnostic use in humans or animals.

9. Limited Rights. The purchase of the Products conveys to Customer the limited, non-exclusive, non-sublicensable, non-transferable right to use the quantity of the Products actually purchased from Parse Biosciences for internal research purposes only and solely in accordance with the Documentation. For the avoidance of doubt, the foregoing license does not grant to Customer or any third party the right: (1) to resell, transfer, lease, rent or distribute the Products or any of their components or (2) reproduce, display, distribute, perform, transmit, create derivative works of, make, have made, sell, offer to sell, import, use or otherwise exploit any products or services. Customer acknowledges and agrees that Parse Biosciences 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 Parse Biosciences 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 Parse Biosciences 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 Parse Biosciences 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) known to the general public 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 Parse Biosciences, (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 Parse Biosciences

promptly in writing of any such required disclosure, and cooperate with Parse Biosciences' 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 Parse Biosciences, 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) Parse Biosciences' 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) Parse Biosciences' use of materials that Customer provides to Parse Biosciences; except in each case, where a claim arises as a result of Parse Biosciences' gross negligence or willful misconduct.

12. Limitations of Liability. TO THE EXTENT PERMITTED BY LAW, PARSE BIOSCIENCES 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 PARSE BIOSCIENCES 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 Parse Biosciences 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. Parse Biosciences may use Customer's name and logo in its advertising materials and website to identify Customer as a customer/ client of Parse Biosciences. These Terms, including all documents incorporated herein by reference, any sales quotation issued to Customer from Parse Biosciences, and those specific terms of a purchase order or other document that are either consistent with these Terms or expressly agreed upon by Parse Biosciences in writing (collectively, the "Contract"), constitute the entire agreement between Parse Biosciences and Customer relating to the subject matter hereof and supersede all prior

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agreements and understandings between Customer and Parse Biosciences relating to such subject matter, whether written or oral. Parse Biosciences will not be responsible or liable for failing to perform any obligations hereunder to the extent caused by circumstances beyond Parse Biosciences' reasonable control. Parse Biosciences' exercise of any option or failure to exercise any rights hereunder will not constitute a waiver of Parse Biosciences' 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. Parse Biosciences may assign any rights or obligations under the Contract to any person or entity in whole or in part. Customer may not assign the Contract to any third party, whether by operation of law or otherwise, without the prior written consent of Parse Biosciences. Parse Biosciences reserves the right to change these Terms at any time. Any changes made to these Terms will not apply to the Contract between Parse Biosciences and Customer for any order received by Parse Biosciences before the changes are made.