

**TERMS AND CONDITIONS OF SALE**

**Attention Purchasing Department:** to facilitate prompt processing of your purchase order by Co-Diagnostics, please be sure that your order form does not contain or incorporate by reference any terms or conditions different from, or in addition to, the Quotation(s) (if any) and these Terms. Please notify Co-Diagnostics by phone +1-801-438-1036 or email [info@codiagnostics.com](mailto:info@codiagnostics.com) if your order includes or makes reference to any different terms or conditions.

**1. DEFINITIONS AND RELATED MATTERS**

- 1.1. "Product" means each item, including any Co-Diagnostics' equipment, Licensed software and/or consumable, listed in the applicable written sales quotation issued by Co-Diagnostics ("Quotation") or in the event a Quotation is not issued, listed in Co-Diagnostics' then-current price list applicable to the Buyer's jurisdiction, and identified in Buyer's purchase order.
- 1.2. "Co-Diagnostics Equipment" means a Co-Diagnostics or Co-Dx-branded Equipment.
- 1.3. "Co-Diagnostics Consumables" means Co-Diagnostics or Co-Dx-branded reagents, kits, or lab ware for use with Co-Dx equipment.
- 1.4. "Licensed Software" means the (i) Co-Dx Equipment operating system software and firmware, including Equipment control, data collection, and analysis, or (ii) Co-Dx Design Software system for primary analysis, alignment, and Co-Primer design.
- 1.5. "Documentation" means the user documentation accompanying, or provided by Co-Diagnostics regarding or for use in connection with a Product or related service.

**2. TERMS, CONDITIONS, AND ORDERS**

- 2.1. **Terms and Conditions.** These terms and conditions of sales ("Terms") along with any Quotation(s) issued by Co-Diagnostics of Utah or its subsidiary identified on the Quotation(s) and any applicable licenses, notices, terms, conditions or use restrictions referred to in Section 3.1 below, together with any addenda to any of the foregoing provided by Co-Diagnostics, any other terms and conditions expressly agreed to in writing by an authorized Co-Diagnostics representative expressly referencing these Terms, and Buyer's statement on its purchase order (if accepted by Co-Diagnostics) of the name and identity of the Product(s) and/or related services purchased, quantity, bill to and ship to address, and, if accurate, price (and only such information on Buyer's purchase order), shall govern the sale and license of any Product(s) (except for Licensed Software, which is only licensed, never sold) by Co-Diagnostics to the purchaser ("Buyer"), and shall constitute the complete, exclusive and entire agreement ("Agreement") between Co-Diagnostics and Buyer with respect to purchase and/or license of the Product(s) and any related services from Co-Diagnostics. Co-Diagnostics' offer to sell products and provide any related services is limited to the terms of this Agreement. In the event of any conflict between the terms of the Quotation and these Terms, the terms of the Quotation shall take precedence. Buyer's submission of a purchase order or other equipment for or regarding the purchase of Product(s) or related services from Co-Diagnostics, whether or not in response to a Co-Diagnostics quotation, shall be deemed an acceptance of and agreement to the terms of this Agreement to the exclusion of any other terms or conditions contained in and/or referenced by such purchase order or other Equipment (except the name and identity of the Product(s) purchased, quantity, bill to and ship to address, and, if accurate, price), which are hereby deemed to be material alterations, and notice of objection to which is hereby given, notwithstanding anything to the contrary contained within such purchase order or other Equipment or elsewhere. Any acceptance by Co-Diagnostics of any offer of Buyer as provided in any Buyer purchase order or other Equipment is conditioned upon Buyer's acceptance of the terms of this Agreement to the exclusion of any terms or conditions in Buyer's purchase order or other equipment that are in any way inconsistent with the terms of this Agreement.
- 2.2. **Acceptance of Orders.** No purchase order shall be binding upon Co-Diagnostics unless and until accepted by Co-Diagnostics in writing, and Co-Diagnostics shall have no liability or obligation to Buyer with respect to orders that are not accepted. No partial shipment of an order shall constitute the acceptance of the entire order, absent the written acceptance of such entire order. For Co-Diagnostics Equipment orders, Co-Diagnostics may require Buyer to identify in its purchase order the individual responsible for ensuring that Buyer provides a prepared and available installation site in accordance with Co-Diagnostics' site preparation specifications. Any provision in Buyer's Terms (if applicable) permitting Buyer at its convenience to unilaterally change or cancel its purchase order (in whole or part) once accepted by Co-Diagnostics shall be void and of no effect.
- 2.3. **Contract Documents & Order of Precedence.** Notwithstanding Section 2.1 above, if a purchase order from Buyer that is accepted by Co-Diagnostics contains or incorporates by reference any different or additional terms or conditions, and to the extent such different or additional terms or conditions are ultimately deemed part of the contract between Buyer and Co-Diagnostics regarding such purchase order (e.g., by express written agreement of the parties, or by application of legal doctrine), then such contract shall consist of the following documents (notwithstanding any provision in such documents to the contrary): (1) the Quotation(s) (if any) issued by Co-Diagnostics; (2) the terms of Buyer's order including name, identity of the Product(s) and/or related services purchased, quantity, bill to and ship to address, and price; (3) these Terms; and (4) any other terms and conditions contained in, or incorporated by reference into,

Buyer's order. Any conflict among these documents shall be resolved by giving them priority in the order listed above. Items (2) and (4) are collectively referred to herein as "Buyer's Terms."

### 3. LIMITED LICENSE; REGULATORY COMPLIANCE

- 3.1. Limited License. Buyer acknowledges and agrees that the sale by Co-Diagnostics, and the purchase and/or use by Buyer, of each Product is subject to all applicable limited licenses, end user license agreements, notices, terms, conditions and/or use restrictions listed (by full text, URL or hyperlink) (i) on any Product packaging, label or insert, (ii) in the Licensed Software or any Documentation, or (iii) on Co-Diagnostics' website at <http://www.codiagnosics.com>
- 3.2. Regulatory Compliance. Buyer agrees that if it elects to use a Product for a purpose that would subject Buyer, its customers or any Product to the application of Regulatory Laws or any other law, regulation or governmental policy, Buyer shall be solely responsible for obtaining any required Approvals and otherwise ensuring that the importation of the Products into Buyer's jurisdiction and Buyer's use of Products complies with all such laws, regulations and policies. The burden of proof for safe use and handling of Products sold to Buyer is entirely the responsibility of Buyer. For clarity, this Section 3.2 shall not be construed as granting, by implication, estoppel, reliance or otherwise, any right, license or authorization to Buyer.
  - 3.2.1. For Research/Investigational Use Only Products: Buyer acknowledges that the Products do not have United States Food and Drug Administration ("FDA") or equivalent non-U.S. regulatory agency approval ("Approval"). Accordingly, Buyer acknowledges that the Products are labeled and intended FOR RESEARCH or INVESTIGATIONAL USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Products should be used by qualified professionals in strict accordance with applicable instructions, warnings and other information in user manuals and other Documentation. Unless otherwise expressly stated by Co-Diagnostics in writing, no claim or representation is made or intended by Co-Diagnostics (i) as to any diagnostic or other clinical use of a Product; (ii) that any Product has any Approval for use in any diagnostic or other clinical procedure, or for any other use requiring compliance with any law, regulation or governmental policy concerning medical devices, laboratory tests or the like (collectively, "Regulatory Laws"); (iii) that any Product will satisfy the requirements of the FDA or any other regulatory agency; or (iv) that any Product or its performance is suitable or has been validated for clinical or diagnostic use, for safety and effectiveness, for any specific use or application, or for importation into Buyer's jurisdiction.
  - 3.2.2. For In Vitro Diagnostics (IVD) Products: Buyer agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of products.

### 4. PRICES, TAXES AND PAYMENT

- 4.1. Prices. The price for any Product or related service shall be the applicable price stated in Co-Diagnostics' written Quotation to Buyer, or, if no Quotation is issued, in Co-Diagnostics then-current price list applicable to Buyer's jurisdiction, provided that Co-Diagnostics' Quotations are only valid for thirty (30) days from the quotation date unless otherwise stated in the Quotation.
- 4.2. Taxes; Shipping Charges. Unless otherwise expressly indicated in the Quotation, Buyer's purchase price does not include any U.S. or non-U.S. federal, state, local, sales, VAT, GST or other taxes, duties, or other governmental assessments ("Taxes") that may be applicable to the Products, any related services or the sale thereof, nor does the price include freight and Insurance; Buyer will be responsible for any such charges specified on Co-Diagnostics' invoice(s). Unless otherwise expressly indicated in the Quotation, Products will be shipped "Freight Prepaid and Added" (i.e., charged back to Buyer on Co-Diagnostics' invoice) and any provision to the contrary in Buyer's Terms (if applicable) shall be void and of no effect. All Taxes shall be paid or reimbursed by Buyer (other than taxes on Co-Diagnostics' net income), or in lieu thereof, Buyer shall provide Co-Diagnostics with a tax exemption certificate acceptable to the applicable taxing authorities. Taxes and other charges payable by Buyer may be billed as separate items on Co-Diagnostics' invoice. Buyer shall be solely responsible for any non-United States withholding taxes (e.g., if Buyer is located or incorporated outside the United States) and if withholding taxes apply, Buyer shall gross up the amount payable to ensure post-withholding remittance to Co-Diagnostics at the amounts quoted and invoiced by Co-Diagnostics.
- 4.3. Payment. Unless otherwise specifically indicated in the Quotation, Co-Diagnostics shall invoice Buyer for a Product and any related services ordered by Buyer upon shipment of the Product, or after acceptance or deemed acceptance by Buyer pursuant to Section 5.3 below in the case of a Co-Diagnostics Equipment, or upon Co-Diagnostics' acceptance of Buyer's purchase order in the case of a Service Contract, and such invoice shall cover Buyer's purchase price for the Product and/or related services and any freight, insurance, taxes or other applicable costs initially paid or payable by Co-Diagnostics to be ultimately borne by Buyer, and Buyer shall pay all such amounts. Unless otherwise expressly indicated in the Quotation or, in the event a Quotation is not issued, in Co-Diagnostics' then-current price list applicable to Buyer's jurisdiction, all invoices shall be issued and payable in U.S. Dollars, and are due and payable thirty (30) days from date of invoice, subject to credit approval. Each delivery shall be considered a separate and independent transaction and payment therefore made accordingly. Amounts outstanding sixty (60) or more days from the date of invoice shall be subject to a service charge of one percent (1.0%) per month (or the maximum allowed by applicable law, if less). (Notwithstanding the foregoing, if Buyer is an agency

of the U.S. Government, payment will be made in accordance with the Prompt Payment Act, 31 U.S.C. 39 et seq.) Buyer shall pay all of Co-Diagnostics' costs and expenses (including reasonable attorneys' fees) to enforce and preserve Co-Diagnostics' rights under this section. If Buyer fails to make any payment when due or if Co-Diagnostics deems Buyer to be or to have become un-creditworthy, then, without prejudice to Co-Diagnostics' rights, Co-Diagnostics may, at its option, cancel and/or suspend future deliveries, and/or require prepayment, letter of credit, or other payment method(s) in Co-Diagnostics' discretion. The amount of credit may be changed or credit withdrawn by Co-Diagnostics at any time. Co-Diagnostics may elect to retain title to Products, until Co-Diagnostics receives payment in full, and where title retention is not fully valid or enforceable, Co-Diagnostics may elect to retain a security interest in Products sold to Buyer to secure Buyer's payment obligations to Co-Diagnostics, and Buyer will execute any documents necessary to create and perfect this interest.

## 5. DELIVERY AND ACCEPTANCE OF PRODUCTS

5.1. Delivery. Unless otherwise expressly indicated in the Quotation, all deliveries to destinations within the United States are F.O.B. shipping point, and all deliveries to destinations outside the U.S. are FCA Origin (ICC Incoterms 2010) Co-Diagnostics' shipping dock. Without limiting the generality of Co-Diagnostics' rejection of Buyer's conflicting terms, any provision to the contrary in Buyer's Terms (if applicable) shall be void and of no effect. Co-Diagnostics' title (except for Licensed Software, which is only licensed, never sold), and all risk of loss, passes to Buyer, and Co-Diagnostics' liability as to delivery ceases, upon delivery of the Products at the F.O.B./FCA point. Unless specific shipping instructions have been agreed between Co-Diagnostics and Buyer, Co-Diagnostics will ship in accordance with its standard practices. Any provision in Buyer's Terms (if applicable) indicating that time is "of the essence" (or other terms of similar import) for delivery or other performance by Co-Diagnostics shall be void and of no effect. Delivery of Products shall be in accordance with Co-Diagnostics' then applicable manufacturing schedule and based upon a priority of 'first order accepted, first order shipped' basis. Notwithstanding the foregoing, Co-Diagnostics, in its sole discretion, may reprioritize scheduling of any delivery or deliveries of any orders accepted by Co-Diagnostics. Co-Diagnostics may also, in its sole discretion, postpone delivery of a Co-Diagnostics Equipment due to Buyer's failure to provide a prepared and available installation site in accordance with Co-Diagnostics' site preparation specifications or other factors within Buyer's reasonable control. For multiple unit and/or multiple Product orders Co-Diagnostics may make delivery in installments, and each installment shall be deemed to be a separate sale. Co-Diagnostics may issue a separate invoice for each installment, which invoice shall be paid without regard to prior or subsequent installments. Buyer must notify Co-Diagnostics of any damaged or missing Products within fifteen (15) days after receipt. Products rejected by Buyer will be held by Buyer and may be returned only upon Co-Diagnostics' written authorization. Co-Diagnostics shall be entitled to repair or replace damaged, missing, and/or rejected Products. These are Buyer's sole and exclusive remedies for rejected Products.

5.2. Co-Diagnostics Equipment Inspection and Installation. Without limiting the preceding section, Buyer shall promptly uncrate and visually inspect any Co-Diagnostics Equipment upon receipt and notify Co-Diagnostics in writing of any damage to the Co-Diagnostics Equipment or missing parts that Buyer notes. Buyer shall ensure that a Co-Diagnostics representative is present and is permitted to supervise the uncrating and inspection of the Co-Diagnostics Equipment. If Buyer fails to comply with this section, Buyer shall be deemed to have waived its rights to claim incorrect or incomplete delivery or packaging and any related warranty rights. If Co-Diagnostics has agreed to install the Co-Diagnostics Equipment, it is Buyer's responsibility, at Buyer's cost, to have the installation site prepared and available for installation (including proper configuration of Buyer's computer network to which the Co-Diagnostics Equipment will be attached) in accordance with Co-Diagnostics' site preparation specifications and free of hazardous or unsafe conditions and, unless otherwise agreed, to move the Co-Diagnostics Equipment from Buyer's delivery dock or receiving location to the place of installation. Buyer shall have appropriate Buyer personnel present at any such installation. Buyer shall not assign Co-Diagnostics personnel to work in Biosafety level 3 or level 4 laboratories without prior written notice to Co-Diagnostics and Co-Diagnostics' prior written consent. Without limiting the foregoing obligations of Buyer, if Co-Diagnostics has agreed to install the Co-Diagnostics Equipment and Buyer fails to properly configure Buyer's computer network to which the Co-Diagnostics Equipment will be attached in accordance with Co-Diagnostics' site preparation specifications by the scheduled installation date, then Co-Diagnostics may, at its option, elect to complete the installation procedure without connecting the Co-Diagnostics Equipment to Buyer's computer network. Buyer shall be deemed to have irrevocably accepted any Co-Diagnostics Equipment upon the earlier of (i) payment, without reservation, of any amounts with respect to the Co-Diagnostics Equipment; (ii) ten (10) days after Buyer's receipt of Co-Diagnostics' report evidencing successful installation of the Co-Diagnostics Equipment, if Co-Diagnostics has agreed to install the Co-Diagnostics Equipment and provides such report to Buyer; (iii) Buyer's use of the Co-Diagnostics Equipment; or (iv) within thirty (30) days after delivery of the Co-Diagnostics Equipment if Co-Diagnostics has agreed to install the Co-Diagnostics Equipment and is unable to perform installation due to Buyer's failure to provide a prepared and available installation site (including proper configuration of Buyer's computer network to which the Co-Diagnostics Equipment will be attached) in accordance with Co-Diagnostics' site preparation specifications or other factors within Buyer's reasonable control.

6. LIMITED WARRANTY. Buyer acknowledges and agrees that, by issuing a purchase order or otherwise ordering the Product(s) and/or related services, Buyer agrees (to the exclusion of any contrary terms or conditions in Buyer's Terms, if applicable) that Co-Diagnostics makes only such warranty with respect to each such Product or service as is expressly identified as a "warranty" and listed at <http://www.codiagnostics.com>.

**7. CO-DIAGNOSTICS TECHNICAL SUPPORT; LIMITED SERVICE WARRANTY**

- 7.1. Service and Maintenance. During the Warranty Period for Co-Diagnostics Equipment purchased by Buyer from Co-Diagnostics hereunder, Co-Diagnostics will provide its standard level of service and maintenance for such Co-Diagnostics Equipment (equivalent to Co-Diagnostics' "Standard" level Service Contract) at no additional charge to Buyer. After the Warranty Period, Co-Diagnostics may offer to provide extended service and maintenance for such Co-Diagnostics Equipment pursuant to separate written service contracts that may be purchased by Buyer from Co-Diagnostics. Extended service and maintenance for any third party computing system must be obtained by Buyer directly from the original manufacturer.
- 7.2. Service Contracts. If Buyer has purchased a separate written service contract from Co-Diagnostics for Co-Diagnostics Equipment (a "Service Contract"), the Quotation and the applicable, then-current Documentation for such Service Contract describe its level and features, including minimum response times and the number of preventative maintenance visits per year. During the Service Contract term, Co-Diagnostics or its designee will provide the services described in the Service Contract (the "Covered Services"). Maintenance, repairs and replacements may be effected under the Service Contract with reconditioned or refurbished Products, parts or subassemblies. Any updates or upgrades to the Licensed Software, when delivered, shall become part of the Licensed Software and shall be subject to the same end user license agreement(s), notices, terms, conditions and use restrictions unless otherwise expressly stated in writing by Co-Diagnostics. Covered Services exclude hardware upgrades for feature enhancements. Service Contracts may not be transferred or assigned without Co-Diagnostics' prior written consent.
- 7.3. Remote Support. Certain types of service may require an authorized agent to remotely communicate or connect with Licensed software or Co-Diagnostics Equipment purchased by the Buyer through user-controlled, customizable permission settings. Buyer acknowledges that any faster response times will be honored by Co-Diagnostics only if proper internet connectivity has been established by Buyer and the software included with the Co-Diagnostics Equipment is configured to, and Buyer actually does, permit Co-Diagnostics throughout the term of the Service Contract to (i) establish remote access at specified service times, (ii) retrieve Equipment environmental data values, and (iii) update software or transfer files.
- 7.4. Service Limitations. Buyer agrees to follow the operation procedures published by Co-Diagnostics, including procedures for routine maintenance. Co-Diagnostics shall have no obligation to provide any service or parts required as a result of (i) failure of Buyer to maintain a current software release level made available by Co-Diagnostics to Buyer at no additional charge, (ii) improper or abnormal use, abuse, neglect, negligence, accident, including without limitation failure to properly perform routine maintenance and maintain the Co-Diagnostics Equipment site in accordance with Co-Diagnostics' site requirements or the use of the Co-Diagnostics Equipment with any non-Co-Diagnostics product (except as may be specifically recommended, with respect to standard laboratory reagents, tools and equipment ancillary to use of the Product, in the then-current Documentation for that Product); (iii) repairs, alterations, disassembly, reassembly or removal from Buyer's facility by persons other than Co-Diagnostics or its designee, other than repair or replacement of a third-party good by an authorized service provider; or (iv) externally caused short circuits, incorrect voltages, failure or fluctuation of electrical power, lightning, static or other improper external inputs, or Force Majeure. Buyer shall reimburse Co-Diagnostics at Co-Diagnostics' then-current service call fees, including all labor, parts and travel charges, for all work of Co-Diagnostics or its designee incurred in investigating or remedying any damage or malfunction that Co-Diagnostics reasonably determines to not be part of the Covered Services.
- 7.5. Non-Covered Equipment. Any and all Equipment, software and other products, and any parts or subassemblies of the foregoing, that are not provided by Co-Diagnostics or its designee, as well as any external uninterruptible power supply (UPS), shall be deemed "Non-Covered Equipment." Co-Diagnostics shall have no obligation to provide Covered Services for Non-Covered Equipment; moreover, and notwithstanding anything herein to the contrary, Co-Diagnostics shall have no obligation to provide Covered Services in connection with any Co-Diagnostics Equipment, part or subassembly: (i) that has been substantially altered (other than by Co-Diagnostics or its designee), including any alteration or removal of any serial numbers or other identifying markings; (ii) that does not incorporate all of Co-Diagnostics' engineering improvements and other fixes that Co-Diagnostics requests Buyer to implement; (iii) that incorporates Non-Covered Equipment or has Non-Covered Equipment attached; (iv) that has been operated in conditions outside of Co-Diagnostics' environmental or electrical site specifications, as defined in the applicable, then-current Documentation; (v) that has been operated in hazardous environments or used to analyze hazardous materials that may cause residual contamination; or (vi) that has been repaired or maintained by anyone other than Co-Diagnostics or its designee, except such routine maintenance as set forth in the applicable, then-current Documentation. Co-Diagnostics Equipment that are no longer offered for sale by Co-Diagnostics ("Obsoleted Items") will be maintained and repaired on a reasonable efforts basis by Co-Diagnostics while covered by a Service Contract. If Co-Diagnostics determines in its discretion that support, service or maintenance of such Obsoleted Items is no longer reasonable, Co-Diagnostics shall notify Buyer of such determination and such Obsoleted Item shall be deemed Non-Covered Equipment.
- 7.6. Billable Services. All services performed by Co-Diagnostics or its designee on Buyer's Non-Covered Equipment or which are not Covered Services shall be billable to Buyer at Co-Diagnostics' then-current service call fees, including all labor, parts and travel charges.
- 7.7. Access and Service Safety. Buyer will provide Co-Diagnostics and its designees reasonable and safe access to all Co-Diagnostics Equipment for the provision of any services and for any audit of compliance with Co-Diagnostics' installation and operational guidelines. If



environmental or operational contamination creates a hazard for Co-Diagnostics personnel, Co-Diagnostics may instead elect to supervise Buyer's performance of service procedures. Buyer is responsible for proper disposal of all contaminated material and of contaminated parts and subassemblies that, in Co-Diagnostics' discretion, cannot be safely returned to Co-Diagnostics. Any services that Co-Diagnostics or its designee may provide in connection with the activities contemplated by this paragraph shall be deemed to not be Covered Services, and Buyer shall reimburse Co-Diagnostics at Co-Diagnostics' then-current service call fees, including all labor, parts and travel charges, for all such work of Co-Diagnostics or its designee.

- 7.8. Co-Diagnostics Equipment Relocation. If any Co-Diagnostics Equipment is moved from its installation position, Co-Diagnostics may, at its discretion, determine that such Co-Diagnostics Equipment has been relocated (a "Relocation"). Relocation of Co-Diagnostics Equipment may result in additional service charges and modification of response times by Co-Diagnostics. With prior written approval of Co-Diagnostics, Buyer may move specified Co-Diagnostics Equipment without incurring any charges. Unapproved Relocation of Co-Diagnostics Equipment shall render any service contract or warranty covering Co-Diagnostics Equipment void and unenforceable. At the discretion of Co-Diagnostics, upon completion of a maintenance inspection and service at Co-Diagnostics' then-current service call fees, including all labor, parts and travel charges, the subject service contract or warranty may be reinstated.
  - 7.9. Ownership. All replaced parts removed from the Co-Diagnostics Equipment in connection with any services provided by Co-Diagnostics or its designee shall become the property of Co-Diagnostics upon their replacement. All intellectual property rights arising from any modifications made or provided by Co-Diagnostics or its designee, whether alone or with any contribution from Buyer or its employees, agents, contractors or collaborators, to the Co-Diagnostics Equipment shall be owned exclusively by Co-Diagnostics. To the extent Buyer or its employees, agents, contractors or collaborators may acquire any right or interest therein by operation of law, Buyer hereby irrevocably assigns all such rights and interests exclusively to Co-Diagnostics. Buyer shall maintain and enforce agreements and policies with its employees, agents, contractors and collaborators sufficient to give effect to the provisions of this section.
  - 7.10. Limited Service Warranty. Co-Diagnostics warrants that it will render the Covered Services in a professional and workmanlike manner. As Co-Diagnostics' sole responsibility and Buyer's exclusive remedy in the event of any material failure to meet such standard, Co-Diagnostics shall make a commercially reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing in accordance with Co-Diagnostics' standard procedures within thirty (30) days after delivery or the date of performance of the pertinent services at issue.
  - 7.11. Term and Termination. The term of a Service Contract shall commence on the date Co-Diagnostics receives an authorized purchase order from Buyer, and continue as specified in the applicable Quotation describing the Service Contract or, if no such term is specified, the term shall be one year. Service Contracts shall not be automatically renewed. If Buyer wishes to obtain Covered Services for a Co-Diagnostics Equipment beyond the term of the Service Contract or for additional Co-Diagnostics Equipment, Buyer must submit a new order. Co-Diagnostics may terminate a Service Contract immediately by giving written notice of termination to Buyer upon the occurrence of any of the following events: (i) Buyer defaults in the performance of any material requirement or obligation created by the Service Contract or any other agreement between Co-Diagnostics and Buyer; (ii) Buyer fails to make any payment to Co-Diagnostics within (30) days of its due date; (iii) Buyer ceases doing business; (iv) Buyer becomes the subject of any bankruptcy, insolvency, or similar proceeding, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay its debts when due, a receiver is appointed for a substantial part of Buyer's assets, or an action is taken toward the liquidation or winding up of Buyer's business; or (v) Buyer suffers a materially adverse change in its financial condition or operations. No termination of a Service Contract shall release Buyer from any obligation to pay Co-Diagnostics any amount that has accrued or become payable at or prior to the date of termination. In no event (including early termination) shall Co-Diagnostics be obligated to return any payments received by Co-Diagnostics under a Service Contract.
8. **WARRANTY DISCLAIMERS**
- 8.1. Disclaimer; No Other Warranties. The express warranties and the remedies set forth at <http://www.codiagnostics.com> or in section 7.10 above, as applicable, are in lieu of, and Co-Diagnostics hereby disclaims, all other remedies and warranties, express, statutory, implied, or otherwise, including, but not limited to, any warranties of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose, or regarding results obtained through the use of any product or service (including, without limitation, any claim of inaccurate, invalid or incomplete results), in each case however arising, including without limitation from a course of performance, dealing or usage of trade, or otherwise. In no event shall Co-Diagnostics be liable for costs of substitute goods or services or for any special, consequential, incidental, exemplary or indirect damages for breach of warranty. Any product or service provided without a written warranty from co-diagnostics is provided "as is" without (and co-diagnostics hereby disclaims) any warranty, statutory, express, implied or otherwise. Without limiting the generality of Co-Diagnostics' general rejection of conflicting terms presented by Buyer, and for clarification purposes only, Buyer agrees that any different or additional warranty terms stated in Buyer's Terms (if applicable) shall be void and of no effect.
  - 8.2. Third Party Disclaimers. Notwithstanding any provision to the contrary herein, and unless otherwise expressly indicated in the Quotation or Documentation, none of Co-Diagnostics' suppliers or licensors of any Product or other item provided by Co-Diagnostics, or any portion

thereof (under this Agreement or otherwise) (each, a "Supplier") provides any warranty whatsoever, express, statutory, implied, or otherwise to buyer, including, but not limited to, any warranties of merchantability, satisfactory quality, non-infringement or fitness for a particular purpose, and all such warranties are disclaimed. Except as otherwise expressly indicated in the quotation or documentation, in no event shall any supplier be liable to buyer for any special, consequential, incidental, exemplary, direct, indirect or other damages arising out of or in connection with this agreement and/or sale of the products.

9. **LIMITATION OF LIABILITY.** Co-Diagnostics' liability arising out of or in connection with this agreement and/or sale of the products or provision of services shall be limited to the amount paid by the buyer for the products and/or services giving rise to the liability, and in no event shall Co-Diagnostics' aggregate liability arising out of or in connection with this agreement and/or sale of the products and services exceed the total amounts received by co-diagnostics from buyer under this agreement. In no event shall Co-Diagnostics be liable for costs of substitute goods or services, or for any special, consequential, incidental, exemplary or indirect damages, however caused and under any theory of liability, whether in contract, tort, warranty, pursuant to any statute, or on any other basis, arising out of or in connection with this agreement and/or sale of the products or services, whether or not foreseeable and whether or not Co-Diagnostics is advised of the possibility of such damages, including without limitation damages arising from or related to loss of use, loss of data, or downtime, or for loss of revenue or profits. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.
10. **INDEMNITY AND INSURANCE**
- 10.1. **Indemnification of Buyer.** Subject to Sections 10.2 and 10.3 below, Co-Diagnostics agrees to defend Buyer against any third party claim, proceeding or action ("Claim") to the extent the Claim alleges that any Product sold to Buyer hereunder, as delivered to Buyer by Co-Diagnostics, directly infringes any patent, copyright, or other intellectual property right. Co-Diagnostics will pay all damages awarded, and settlements approved in writing by an authorized representative of Co-Diagnostics, in connection therewith, provided that (i) Buyer provides to Co-Diagnostics written notice of the Claim within thirty (30) days of receipt by Buyer of such claim, or such earlier time as required to avoid prejudice to Co-Diagnostics or its ability to defend such Claim, (ii) Buyer allows Co-Diagnostics to control the defense and settlement of the Claim, and (iii) Buyer provides to Co-Diagnostics reasonable assistance in connection therewith, at no charge to Co-Diagnostics. Buyer may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate Co-Diagnostics or its counsel to consult with or advise such Buyer counsel, nor affect Co-Diagnostics' control of the defense and settlement of the Claim.
- 10.2. **Exceptions.** Co-Diagnostics shall have no liability or obligation pursuant to this Section 10 with respect to Claims resulting from (i) modification of the Product other than by Co-Diagnostics or its authorized service provider; (ii) combination of the Product with any item or method not supplied or specifically recommended in writing by Co-Diagnostics, (iii) use of the Product other than in accordance with the Documentation and this Agreement (including without limitation use for diagnostic or other non-research uses), or (iv) compliance with Buyer's instructions, specifications or design to the extent such instructions, specifications or design materially differ from comparable Products that Co-Diagnostics makes generally available to its customers (collectively, (i)-(iv), "Excluded Causes").
- 10.3. **Remedy.** In the event there is a Claim, or Co-Diagnostics believes a Claim is likely, alleging intellectual property infringement with respect to any Product sold to Buyer hereunder, Co-Diagnostics shall be entitled, without obligation to do so, at its option and expense, to (i) modify the Product so that it is no longer infringing, (ii) obtain a license with respect to the applicable intellectual property rights, or (iii) accept the return of each such Product purchased by Buyer hereunder (except for contaminated Products that, in Co-Diagnostics' discretion, cannot be safely returned to Co-Diagnostics) and in Buyer's possession and control, and provide to Buyer a refund of the price paid by Buyer to Co-Diagnostics therefore, subject to reasonable deductions for damage and amortized on a straight line basis over five (5) years from original delivery to Buyer. Co-Diagnostics will have no liability or obligation with respect to any alleged infringement occurring after the date Co-Diagnostics makes any such remedy available to Buyer.
- 10.4. **Exclusive Obligation.** Notwithstanding any other provision, the foregoing Sections 10.1-10.3 state Co-Diagnostics' sole liability and obligation, and Buyer's exclusive remedy, arising out of any actual or alleged intellectual property infringement of any kind, or any actual or alleged breach of any representation or warranty (statutory, express or implied) regarding non-infringement, anywhere in the world. To the extent Buyer's Terms (if applicable) include any terms different from, or in addition to, those set forth above regarding indemnification by Co-Diagnostics for intellectual property infringement claims, then such additional or different indemnity terms shall be void and of no effect. To the extent Buyer's Terms (if applicable) include any terms regarding any other type of indemnification by Co-Diagnostics, then such other indemnity terms shall be void and of no effect.
- 10.5. **Indemnification of Co-Diagnostics.** Buyer agrees to defend Co-Diagnostics against any Claim (i) to the extent the Claim alleges infringement of any patent, copyright, or other intellectual property right as a result of any Excluded Cause, or (ii) that arises in connection with Buyer's use of Products (a) for any clinical purpose or application, (b) in violation of any applicable law or regulation, or (c) in the provision of services under any 'fee for service' agreement or other arrangement. Buyer will pay all damages awarded, and settlements approved by Buyer, in connection therewith, provided that (i) Co-Diagnostics provides to Buyer written notice of the Claim within thirty (30) days of receipt by Co-Diagnostics of such Claim, or such earlier time as required to avoid prejudice to Buyer or its ability to defend such Claim, (ii) Co-Diagnostics allows Buyer to control the defense and settlement of the Claim, and (iii) Co-Diagnostics provides to Buyer

reasonable assistance in connection therewith, at no charge to Buyer. Co-Diagnostics may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate Buyer or its counsel to consult with or advise such Co-Diagnostics counsel, nor affect Buyer's control of the defense and settlement of the Claim. If Buyer is a U.S. state, city, town or other municipality, or a public university, college or other not-for-profit institution chartered under the Sales T&C (05232016) laws of a U.S. state, this section shall apply to the maximum extent permitted by applicable law. This section shall not apply if Buyer is an agency of the U.S. Government; in such case, Buyer's liability shall be limited by the Federal Tort Claims Act, 28 USC 2671, et seq.

- 10.6. Insurance. To the extent Buyer's Terms (if applicable) require Co-Diagnostics to maintain insurance coverage beyond the following levels, then such additional or different insurance terms shall be void and of no effect: (i) \$1,000,000/\$2,000,000 per occurrence/aggregate commercial general liability; (ii) \$1,000,000 per accident combined single limit automobile liability; (iii) \$4,000,000 per occurrence/aggregate excess/umbrella liability; and (iv) statutory workers' compensation and \$1,000,000 per accident of employers' liability insurance. If requested in writing by Buyer, Co-Diagnostics shall provide Buyer with a certificate of insurance evidencing the coverage required above, naming the Buyer as an additional insured only under Co-Diagnostics' commercial general liability insurance policy, and providing for thirty (30) days' prior written notice to Buyer only in the event of cancellation and non-renewal of any such policy.
11. BUYER IMPROVEMENT PATENTS. Buyer agrees to make available to Co-Diagnostics, under commercially reasonable and non-discriminatory pricing and terms, a nonexclusive license to Product Improvement Patents. For this purpose, "Product Improvement Patents" means all patent rights (including similar rights like utility models) on inventions conceived or reduced to practice by or for Buyer that arise out of the use of Products and which relate to (a) use, development, design, manufacturing, layout or packaging of any Products, and/or the use of Products with Co-Diagnostics Consumables or other chips and/or reagents; (b) interfaces between any Products and other devices, such as optical/detection systems, and robotics for use in connection with any Products; or (c) automated analysis techniques (e.g., computers, software) relating to the extraction of data from any Products and storing such data, for example, in a computer file or other storage media (such inventions, "Product Improvement Inventions"). Product Improvement Inventions shall not include data resulting from using Products (e.g., results of assays or sequencing using Products) or discoveries derived from such data (except to the extent covered by (a), (b) or (c) above). For purposes of this section, the term "Buyer" shall include all persons that Buyer permits to use the Products, irrespective of being legal employees of Buyer, and Buyer shall have the necessary agreements in effect with all such users and their employers to enable Buyer to comply with this section.
12. MISCELLANEOUS
  - 12.1. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first class mail (registered or certified if available; air mail if overseas), postage prepaid, or otherwise delivered by hand, commercial courier service, messenger or telecopy, addressed to the addresses listed in the Quotation (or to Buyer's address listed in its purchase order) or at such other address furnished with a notice in the manner set forth herein. Such notices shall be deemed to have been effective when delivered or, if delivery is not accomplished by reason of some fault or refusal of the addressee, when tendered (which tender, in the case of mail, shall be deemed to have occurred upon posting, and in the case of telecopy (fax), shall be deemed to have occurred upon transmission). All notices shall be in English.
  - 12.2. Governing Law and Venue. This Agreement and any disputes arising out of or relating to this Agreement (including its formation or termination) or Co-Diagnostics' goods, software or related services ("Disputes") shall be governed by and interpreted in accordance with the laws of the State of Utah, U.S.A
  - 12.3. Purchases for the U.S. Government. If Buyer is placing an Order for the United States Government or in support of a contract with the U.S. Government, Buyer agrees that the Products purchased are "commercial items" as defined in the U.S. Federal Acquisition Regulations ("FAR"). If Buyer is placing this Order in the name of the U.S. Government and the Order is less than or equal to \$3,000, then Buyer agrees that only these Terms shall apply to the Order. If the Order is greater than \$3,000, then Buyer agrees that the Order is subject to FAR Part 12, and pursuant to FAR 12.301 and 12.302, only those mandatory provisions of FAR 52.212-1, 52.212-3, 52.212-4 and 52.212-5, and these Terms, shall apply. If Buyer is placing this Order in support of a contract with the U.S. Government, Buyer agrees that only those mandatory clauses listed in FAR 52.244-6 as well as these Terms shall apply to the Order. All other terms and conditions are expressly rejected. In the event of a conflict between the FAR provisions referenced herein and these Terms, these Terms shall take precedence to the maximum extent permitted by applicable law.
  - 12.4. U.S. Government End Users. The Licensed Software and Documentation provided by Co-Diagnostics pursuant to this Agreement are "commercial items," as the term is defined at 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the commercial computer software and commercial computer software documentation are licensed to United States Government end users (i) only as commercial items and (ii) with only those rights granted pursuant to the terms of this Agreement.
  - 12.5. Inspections or Access to Records. To the extent Buyer's Terms (if applicable) permit the inspection by or on behalf of Buyer of the Product(s) or Co-Diagnostics' work and activities pursuant to Buyer's purchase order, or the examination or audit of Co-Diagnostics' books and records, any such inspection, examination or audit shall be conducted at Buyer's sole expense by an independent auditor from

a reputable public accounting firm duly authorized by Buyer, under reasonable obligations of confidentiality, and only during Co-Diagnostics' normal business hours.

- 12.6. Export Controls. Buyer agrees that it will not export or transfer Product for re-export in violation of any United States laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of such laws.
- 12.7. Severability. If any section, paragraph, provision or clause or any portion thereof in this Agreement shall be found or held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 12.8. Force Majeure. Except for the payment of money, neither party shall be liable to the other party for any failure or delay in the performance of any of its obligations under this Agreement for the period and to the extent such failure or delay is caused by civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the reasonable control of the applicable party ("Force Majeure"). The party affected shall notify the other party as soon as practicable of any anticipated delay due to Force Majeure.
- 12.9. No Third Party Beneficiaries. This Agreement has been made and is made solely for the benefit of Co-Diagnostics and Buyer and their respective permitted subsidiaries, successors and assigns. Except as set forth in Section 8.2 (with respect to Suppliers), nothing in this Agreement is intended to (i) confer any rights or remedies under or by reason of this Agreement on any persons or entity other than the parties to this Agreement and their respective permitted successors and assigns; or (ii) relieve or discharge the obligation or liability of any third persons or entities to any party to this Agreement.
- 12.10. General. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The English language shall govern the meaning and interpretation of this Agreement. This Agreement (including without limitation all exhibits hereto and all attachments thereto, which are incorporated herein by this reference as though fully set forth in the body of this Agreement) embodies the final and complete understanding of the parties with respect to the subject matter hereof, superseding all prior oral or written communications between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation not expressly set out herein. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement.