

**FUJIFILM DIMATIX, INC.
END USER SUPPLY AGREEMENT**

THIS END USER SUPPLY AGREEMENT and attached Schedules (collectively, the “Agreement”) is made and entered into as of this 5th day of November 2015 (the “Effective Date”) by and between FUJIFILM Dimatix, Inc., a corporation organized under the laws of the State of Delaware, with a place of business at 2230 Martin Avenue, Santa Clara, CA 95050 (“FUJIFILM”), and Twist Bioscience Corporation, a corporation organized under the laws of California, with a place of business at 455 Mission Bay Blvd. South, Suite 545, San Francisco, CA 94158 USA (“Customer”) (each, a “Party” and, collectively, the “Parties”).

WHEREAS, FUJIFILM has agreed to sell, and Customer has agreed to purchase, certain FUJIFILM Products (as defined herein) solely for internal use and not for resale to any Third Party (as defined herein); and

WHEREAS, the purchase and sale of FUJIFILM Products shall be accomplished in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. Definitions

1.1 “Affiliate” means any corporation, partnership, association, or other entity with respect to which a Party, directly or indirectly through a subsidiary, has not less than a majority beneficial ownership, but only if that corporation, partnership, association, or other entity expressly agrees in writing to be bound by this Agreement, and only while that ownership relationship exists.

1.2 “Claim” has the meaning set forth in Schedule 1.

1.3 “Confidential Information” has the meaning set forth in Schedule 3.

1.4 “Discloser” has the meaning set forth in Schedule 3.

1.5 “Dispute” has the meaning set forth in Section 7.1.

1.6 “FUJIFILM Ink” means Ink manufactured on behalf of FUJIFILM.

1.7 “FUJIFILM Products” means Hardware and FUJIFILM Ink supplied by FUJIFILM to Customer.

1.8 “Functional Fluids” means fluids other than human-perceivable inks, such as conductive fluids for electronics, bio materials for analysis, etc.

1.9 “Hardware” means Jetting Assemblies, Printheads, printing assemblies, Print Engines and other ink jet devices supplied by FUJIFILM to Customer.

1.10 “Ink” means printing inks and other materials such as Functional Fluids which are jetted by Printheads.

1.11 “Intellectual Property” or “Intellectual Property Rights” have the meaning set forth in Schedule 3.

1.12 “Jetting Assemblies” means a device manufactured by or under license from FUJIFILM that jets fluids on demand. Such device may be comprised of, but is not limited to, the following elements: [***]

1.13 “Person” means a partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity.

1.14 “Print Engine” means a device comprised of: (i) components for moving and controlling the movement of Jetting Assemblies and/or Printheads and print media, paper path, and ink supply components; (ii) a Printhead; and (iii) a power supply and covers.

1.15 “Printhead” means a device that has been or may in the future be developed by FUJIFILM with a higher level of integration or more functionality or capability than in a Jetting Assembly. Such devices may include one or more Jetting Assemblies as well as functions or capabilities beyond those of current or future Jetting Assemblies, including but not limited to: [***]

1.16 “Recipient” has the meaning set forth in Schedule 3.

1.17 “Term” means the period beginning on the Effective Date and ending on the date on which this Agreement terminates under Section 6.

1.18 “Third Party” means any Person except FUJIFILM, Customer and their respective Affiliates.

2. Product Supply

2.1 All FUJIFILM Products will be supplied by FUJIFILM to Customer in accordance with the terms and conditions of this Agreement.

2.2 Customer represents and warrants to FUJIFILM that it is purchasing the FUJIFILM Products only for its internal use, and specifically not for resale to any Third Parties.

Notwithstanding the foregoing, Customer may from time to time sell a FUJIFILM Product to a Third Party upon the prior written approval of FUJIFILM

2.3 Schedule 1 sets forth the basic terms and conditions governing the sale of FUJIFILM Products to Customer. In addition, the Parties mutually agree:

2.3.1 THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, AND ALL FUJIFILM PRODUCTS AND ANY SERVICES PROVIDED BY FUJIFILM HEREUNDER OR OTHERWISE ARE PROVIDED “AS IS,” AND “AS AND WHERE AVAILABLE,” AND WITH ALL FAULTS.

2.3.2 WITHOUT LIMITING THE FOREGOING, FUJIFILM SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, OR ARISING OUT OF A COURSE OF DEALING. DETERMINATION OF THE SUITABILITY OF THE FUJIFILM PRODUCTS FOR INTENDED USE IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND FUJIFILM SHALL HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH.

2.4 Schedule 2 sets forth the prices and any related special terms and conditions applicable to the purchase of FUJIFILM Products. Schedule 2 shall be automatically updated to include new or additional FUJIFILM Products by means of Customer delivering a purchase order to FUJIFILM and by FUJIFILM’s acknowledgment and acceptance of (including any changes to) said purchase order for such new or additional FUJIFILM Products at then-current prices charged by FUJIFILM. Except for updating Schedule 2 to add new or additional FUJIFILM Products, no purchase order or other document submitted by Customer shall modify any provision of this Agreement.

3. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, OR FOR THE COST OF SUBSTITUTE GOODS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

FUJIFILM’S MAXIMUM LIABILITY FOR ANY DAMAGES TO CUSTOMER, CUSTOMER AFFILIATES, AND ANY OTHER THIRD PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS RECEIVED BY FUJIFILM FROM CUSTOMER FOR THE SPECIFIC FUJIFILM PRODUCTS TO WHICH SUCH CLAIM OR DAMAGE RELATES.

THE FOREGOING LIMITATIONS SHALL NOT APPLY IN THE EVENT OF A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 4 BELOW AND IN SCHEDULE 3. THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING

WHETHER TO ENTER INTO THIS AGREEMENT. THE REMEDIES PROVIDED TO CUSTOMER AND AFFILIATES IN THIS AGREEMENT ARE EXCLUSIVE.

4. Confidential Information and Intellectual Property Rights

4.1 In connection with the supply of FUJIFILM Products and related activities contemplated hereunder including, but not limited to, the testing of Inks, and/or the integration of FUJIFILM Products into Customer products, the Parties may share their respective Confidential Information on a voluntary basis. In order to foster a constructive and solution-oriented environment, the Parties agree to define and handle Confidential Information disclosures and Intellectual Property Rights from and after the Effective Date in accordance with Schedule 3.

4.2 The Parties agree that any agreement between them in effect as of the Effective Date covering Confidential Information will remain in full force and effect, but shall only cover disclosures made prior to the Effective Date.

4.3 Customer will not use FUJIFILM's name, trademarks, logos or service marks or refer to FUJIFILM or any of its affiliates directly or indirectly in any customer list, advertising, sales presentation, news release, release to any professional or trade publication or for any other purposes without FUJIFILM's prior written approval of such use and of the form and substance of the reference.

5. Non-Solicitation; Non-Hire

5.1 During the Term and for a period of one (1) year thereafter, Customer will not hire, solicit, or attempt to hire, any person who is an employee of FUJIFILM, or who has been an employee within the preceding six (6) months, assist in such hiring by any other person, or encourage any such employee to terminate his or her relationship with FUJIFILM. During the Term and for a period of one (1) year thereafter, FUJIFILM will not hire, solicit, or attempt to hire, any person who is an employee of Customer, or who has been an employee within the preceding six (6) months, assist in such hiring by any other person, or encourage any such employee to terminate his or her relationship with Customer.

6. Term and Termination

6.1 The Term of this Agreement commences on the Effective Date and shall expire ten (10) years after the Effective Date, unless earlier terminated pursuant to Section 6.2 below. Thereafter, the Term will be extended by one (1) year on each anniversary of the Effective Date unless either Party notifies the other Party ninety (90) days prior to the anniversary of the Effective Date that the Agreement will terminate on the last day of the then current renewal period.

6.2 This Agreement may be terminated prior to expiration of the Term if any of the following occur:

6.2.1 FUJIFILM and Customer may at any time agree in writing to terminate this Agreement.

6.2.2 If Customer fails without cause to pay FUJIFILM any amount due hereunder, then FUJIFILM shall have the right to terminate this Agreement if Customer does not cure such failure within thirty (30) days after receipt of a written notice from FUJIFILM stating the facts on which FUJIFILM based its determination that such a failure occurred.

6.2.3 If either Party breaches a material obligation of this Agreement and such breach is not cured within ninety (90) days after receipt of a written notice from the non-breaching Party, the non-breaching Party shall have the right to terminate this Agreement.

6.3 All financial obligations which had accrued but which were unpaid as of the effective date of termination shall survive termination. All financial obligations, which would have accrued after the effective date of termination shall terminate. All then outstanding purchase orders shall terminate without liability or consequence to either Party as of the effective date of termination.

7. Miscellaneous

7.1 In the event of a disagreement between the Parties in connection with the performance of this Agreement and such disagreement is not reconciled by the normal commercial personnel of the Parties (a “Dispute”), the Vice President of Marketing & Sales (or his/her designee) of FUJIFILM and his/her counterpart at Customer will negotiate in good faith to attempt to resolve such Dispute. If the Dispute is not resolved within thirty (30) days from the commencement of such discussions, then Chief Executive Officer (or his/her designee) of FUJIFILM and his/her counterpart at Customer will meet and attempt in good faith to reach resolution. Such senior executives shall have at least sixty (60) days from the expiration of the previous thirty (30) day period to resolve the Dispute. The Parties must complete the foregoing dispute resolution process before serving written notice on the other Party alleging a material breach of this Agreement. Notwithstanding the foregoing, either Party may seek injunctive relief in a court of competent jurisdiction without the necessity of posting a bond to protect its Intellectual Property or Confidential Information.

7.2 FUJIFILM and Customer are contractors independent of one another. Nothing in this Agreement is intended to or shall constitute either Party as an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other for any purpose. Neither Party shall make any contract, agreement, warranty, or representation on behalf of the other Party, or incur any debt or other obligation in the other Party’s name, or act in any manner which has the effect of making that Party the apparent agent of the other; and neither Party shall assume liability for, or be deemed liable as a result of, any such action by the other Party. Neither Party shall be liable by reason of any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.

7.3 Neither Party may assign this Agreement or any of their respective rights and obligations under this Agreement without the express written consent of the other Party before that assignment, except that either Party may without the other Party’s prior consent assign this Agreement to a successor in interest by way of a merger, or a successor in ownership of all or substantially all of its assets. Any assignment under this Section 7.3 will not relieve the assigning Party of its outstanding financial obligations, if any, incurred before the assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7.4 A waiver of a default of any term of this Agreement shall not be construed as a waiver of any later default of that provision or as a waiver of the provision itself. A Party’s performance after the other Party’s default shall not be construed as a waiver of that default.

7.5 Each term of this Agreement is severable. If a court having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination shall not affect the other terms of this Agreement, which other terms shall continue to be enforced as if the invalid or unenforceable provisions were omitted.

7.6 The state and federal law of the State of California, United States of America, shall govern the interpretation and enforcement of this Agreement and any dispute arising out of or related to this Agreement, without giving effect to any conflict of laws principles that may cause the law of any other jurisdiction to apply.

7.7 Except as this Agreement otherwise provides, no amendment to this Agreement shall be binding unless agreed to in a writing executed by FUJIFILM and Customer, and no approval, consent, or waiver shall be enforceable unless signed by the granting Party. The preprinted terms of any order (including, without limitation, a purchase order), acknowledgment, or other form do not amend this Agreement. No document shall be deemed to amend this Agreement by implication.

7.8 This Agreement states the complete agreement between FUJIFILM and Customer concerning this subject, except as stated in Section 4.2, and supersedes all earlier oral and written communications between FUJIFILM and Customer concerning this subject.

7.9 All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier service, or e-mail, promptly confirmed by overnight courier service, as set forth below, addressed to the parties at the following addresses (or at such other address for a party as shall be specified by like notice, provided that notice of a change of address shall be effective only upon receipt): Any notice, consent, approval and other communication if delivered personally or sent by overnight courier service shall be deemed given when so delivered (or delivery refused), and, in the case of e-mail, upon receipt of transmission if before the receiving party’s normal business hours, or on the next business day if receipt of transmission was after the receiving party’s normal business hours, and in either event, if confirmed by courier as set forth above.

7.10 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures by electronic mail in “portable document format” (“.pdf” format), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall be deemed a valid and binding execution of this Agreement.

LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES

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