

SITE TERMS OF USE

1. Welcome to TwistBioscience.com!

Twist Bioscience Corporation (“we” or “Twist”) operates the website www.TwistBioscience.com (together with any associated or successor sites of Twist, the “Site”) to provide information about our company, products and services and to offer certain related services. This Site includes the portal used by customers to order and purchase our products as well as manage their accounts and access certain reports, tools and related functionality as may be provided by Twist from time to time (“Order System”).

Your use of the Site, including the Order System, is governed by these Site Terms of Use (“Site Terms”) (available at <https://www.twistbioscience.com/legal/page/site-terms-use>). These Site Terms incorporate by reference the following additional provisions:

Twist’s Privacy Policy (available at <https://www.twistbioscience.com/legal/privacy-policy>), applicable to information collected from or about you through the Site.

Twist’s Supply Terms and Conditions (available at <https://www.twistbioscience.com/legal/supply-terms-conditions>) applicable to your purchase of products from us (the “Supply Terms and Conditions”).

As a condition to visiting the Site, you agree individually to be legally bound by the Site Terms. An individual who visits the Site, whether to access public information on the Site or to use the Order System, is a “User.” If you use the Site as a representative (such as an employee, contractor or other agent) of a company, institution or other entity, then you also agree that the entity that you represent (your “Entity”) agrees to be legally bound by these Site Terms (and such Entity shall be considered part of “you” and “your” for purposes of these Site Terms).

By visiting the Site, using the Order System or indicating you agree or accept these Site Terms, you hereby represent and warrant that (a) you have the right, authority and capacity to agree for yourself and, if applicable, your Entity, to be bound by the Site Terms, and (b) you and, if applicable, your Entity will abide by the Site Terms. This also means that by signing up for or using the Order System, or ordering or purchasing any DNA products from us, you (and, if applicable, your Entity) agree to be bound by the Supply Terms and Conditions unless you and Twist have entered into a similar contractual arrangement signed in writing by both parties. These Site Terms are entered into between you (and if applicable, your Entity) and Twist effective as of the date you indicate your acceptance as provided above or, if earlier, the date you first use the Site or any associated services.

If you do not agree that you and, where applicable, your Entity are bound by these Site Terms, or if you are unable to represent and warrant that you have the right, authority and capacity to enter into this agreement, then you are not permitted by Twist to use the Site, and you must discontinue your use immediately.

We may change these Site Terms from time to time. We will notify you of important changes, either by posting a notice on the Site or sending you an email. The Site Terms posted on the Site will say when that version went into effect. If you

continue to use the Site after a change, then you have accepted the new Site Terms.

2. Your Right to Use the Site

We hereby grant you, as an individual and, if applicable, as a representative of your Entity, a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to use the Site for your internal business and research purposes only. Your license to use the Site is subject to your and, if applicable, your Entity’s compliance with the Site Terms and our right to suspend or terminate your access and right to use at any time for any or no reason. You must be at least eighteen years old to access this Site. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site and any associated services.

In addition, your use of the Order System, and any purchase of products from Twist, is also subject to the Supply Terms and Conditions. In the event of any conflict between the terms of the Supply Terms and Conditions and these Site Terms with respect to the supply of products by Twist, the Supply Terms and Conditions shall govern and take precedence.

If at some point we make downloadable software available to you and you download software from the Site, use of the software is subject to license terms applicable to the software. You may not download or install the software until you have accepted the applicable license terms.

3. Registering for an Account

You may visit the Site without registering for an account. However, some areas of the Site, including the Order System, require you to sign up and become a “Registered User.”

To become a Registered User, **you must be at least 18 years old**. You may be asked on the Order System to provide your email address and other contact information, as well as information about your Entity (if applicable), payment arrangements and other relevant information. You may also be asked to select a password. We will use this information you provide us to communicate with you about your use of the Order System, and to provide you with the services that you request (and as otherwise indicated in our Privacy Policy). You agree that the information that you provide to the Order System will be true, accurate, current and complete at all times.

You are responsible for the use and maintenance of the confidentiality of your account credentials, including your password. You agree not to share your account credentials with anyone else or allow anyone else to use your account. Any activities traceable to your account will be your responsibility, regardless of whether you authorized those activities. You agree to exit from your account at the end of each session and to immediately notify us of any unauthorized use of your account or password.

4. Information and Content You Submit

In General. You retain all right, title and interest in and to the information and other content that you submit to the Site. When you contribute information and other content to the Site (except for your sequence and related manufacturing information as discussed below), you hereby grant to Twist

and its affiliates, licensees and sub-licensees a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable right to copy, adapt, creative derivative works based upon, distribute, perform and display (publicly and privately) such information and content, except as provided in and subject to our Privacy Policy. Twist reserves the right to decline to include your submission to the Site, and to remove or delete any content that has been posted to the Site. You represent and warrant that the content that you submit to the Site will not contain third-party copyrighted material or material that is subject to third party intellectual or proprietary rights, unless you are legally entitled (as the rightful owner or as a licensee of the rightful owner) to contribute such content and to grant us the foregoing content license. You represent and warrant that use of the content by Twist in the ways contemplated by these Site Terms will not infringe or violate the rights of any third party, including a third party's contract rights, copyrights, publicity rights, privacy rights, or any other intellectual property or proprietary right. You irrevocably waive any "moral rights" or other rights that you may have to such content. You represent and warrant that your contribution of the content complies with the confidentiality obligations that apply to it.

Sequence and Manufacturing Information Submitted To Order System. Your sequence information and certain manufacturing-related information provided by you through the Order System are subject to and governed by the Supply Terms and Conditions, including without limitation the confidentiality and licensing provisions thereof.

5. Acceptable Conduct

You agree that you will *not*:

- Use the Site for any unlawful purpose;
- Submit information to the Site that you know to be false, inaccurate or misleading;
- Use the Site to violate third party rights, or to collect information about users without their express consent, or to harass others, or to promote violence, discrimination or hate against individuals or groups;
- Remove any copyright, trademark, credit, source, or other notices contained on the Site or any material downloadable from the Site;
- Affect the way the Site, including the Order System, is displayed, or use ActiveX, Java, Javascript, cookies, web beacons or other tracking technologies on the Site;
- Take any action to introduce into the Site a virus, Trojan horse, worm, time bomb, or other computer programming routine that is intended to damage, interfere with, intercept, or appropriate any system or data;
- Interfere with or disrupt the operation of the Site, or the servers or networks used to make the Site available;
- Reproduce, modify, adapt, translate, reverse engineer, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site, without our express prior written consent; or
- Systematically gather content, or reproduce or circumvent the navigational structure or presentation of the Site, including the Order System; provided that operators of public search engines may use spiders to

copy text materials only (not images) from the Site as permitted by the Site's robots.txt file located in the root directory.

6. Giving Feedback

Any idea, proposal, suggestion or other material that you provide to us regarding changes, improvements, enhancements or other features or aspects of the Site ("Feedback") becomes our property. You hereby assign and agree to assign all rights, title and interest you have in any such Feedback to Twist. Your Feedback is provided without compensation or restriction, and we are not under any obligation to use the Feedback.

7. Our Proprietary Rights

The Site, and information and materials made available through the Site, belong to Twist and our licensors and suppliers, and are protected by U.S. and international copyright, trademark, patent and other rights and laws. You acknowledge that the Site, its contents and its related technology, and all intellectual property and proprietary rights in and to the foregoing, are the sole and exclusive property of Twist and our licensors. Nothing contained in the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Twist's copyright, trademark, patent or other rights or technology without our express prior written consent.

8. Complaints and Concerns

If you have a complaint or concern regarding this Site, including the Order System, please send an e-mail to customersupport@twistbioscience.com. You may also contact us by writing to Twist Bioscience, 681 Gateway Blvd, South San Francisco, CA 94080, Attention: Customer Support. Please note that e-mail communications will not necessarily be secure. Accordingly, you should not include sensitive information in your e-mail correspondence with us.

9. Copyright Infringement Claims

We seek to comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"). If you believe in good faith that materials provided by Site infringe your copyright, you may send us a written notice by mail, e-mail or fax, requesting that we remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See copyright.gov for details. Our designated agent for notice of alleged copyright infringement is:

Twist Bioscience Corporation
Attention: Copyright Agent
681 Gateway Blvd
South San Francisco, CA 94080
Email: mailto:generalcounsel@twistbioscience.com

10. WARRANTY DISCLAIMER

THE SITE IS DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TWIST MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,

WITH RESPECT TO THE SITE AND ASSOCIATED SERVICES OR ANY OTHER SUBJECT MATTER OF THESE SITE TERMS (EXCEPT AS EXPRESSLY SET FORTH IN THE SUPPLY TERMS AND CONDITIONS), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS WELL AS WARRANTIES REGARDING SECURITY OR RESULTS OBTAINED THROUGH THE USE OF THE SITE OR SERVICES AND ANY WARRANTY 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. WE DISCLAIM LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH THE SITE, OR RELATED TO YOUR USE OF THE SITE OR ASSOCIATED SERVICES. THE LAWS OF CERTAIN STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF YOU ARE SUBJECT TO THESE LAWS, SOME OR ALL OF THESE DISCLAIMERS DO NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. USE OF THE SERVICES AND SITE IS VOID WHERE PROHIBITED.

11. LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THE SUPPLY TERMS AND CONDITIONS, IN NO EVENT WILL TWIST BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH YOUR USE OF THE SITE, ANY ASSOCIATED SERVICES, SECURITY ISSUES, OR OTHER SUBJECT MATTER OF THESE SITE TERMS, EVEN IF TWIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR ANY DAMAGES OR LIABILITY ARISING UNDER THE SUPPLY TERMS AND CONDITIONS, TWIST'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES ARISING FROM YOUR USE OF THE SITE SHALL NOT EXCEED USD \$100.00. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. TWIST'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES OR LIABILITY ARISING UNDER THE SUPPLY TERMS AND CONDITIONS IS AS EXPRESSLY SET FORTH IN THAT DOCUMENT.

CERTAIN JURISDICTIONS RESTRICT OR PROHIBIT LIMITATIONS OF LIABILITY, IN WHICH CASE THIS PROVISION WOULD NOT APPLY TO YOU.

12. Indemnity

You agree to indemnify and hold Twist Bioscience Corporation and its directors, officers, employees, agents, affiliates, licensors, licensees, sub-licensees, and sponsors harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, that arise directly or indirectly out of or from (a) your breach of these Site Terms; (b) any allegation that your use of the Site or any associated services fails to comply with law, or infringes or violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party; or (c) your activities in connection with the Site or any associated

services on the Site or your use of any information or content from the Site. You may not settle an indemnified claim without our consent. In the event of a matter that is indemnifiable under the Supply Terms and Conditions and this Section 15, only the terms of the Supply Terms and Conditions shall govern.

13. Termination

These Site Terms are effective until terminated. We may terminate or suspend your use of the Site at any time without prior notice if we believe that you have violated or acted inconsistently with the letter or spirit of these Site Terms. Upon any such termination or suspension, your right to use the Site will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated information and materials, without any obligation to provide any further access to such information and materials. Subject to the terms of our Privacy Policy and the Supply Terms and Conditions, we may also retain your information and content within our systems, before and after termination, without any obligation to do so. Sections 4 through 7 and 10 through 15 shall survive termination.

14. Governing Law and Arbitration

These Site Terms are governed by the laws of the State of California without reference to any conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Site Terms. Subject to the arbitration provision of this Section 14, the parties hereby agree that all disputes arising out of these Site Terms and any enforcement thereof will be subject to (and each party consents to) the nonexclusive jurisdiction and venue of the state and federal courts in San Francisco County, California. Any dispute or claim arising out of or in connection with these Site Terms will be finally settled by binding arbitration in San Francisco, California under the Rules of Arbitration of the American Arbitration Association, by at least one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts or law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

The parties agree that you and Twist will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Site Terms or in connection with the Site will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. The parties further agree that you and Twist shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Site Terms or in connection with the Site.

15. General Terms

These Site Terms and the other documents referenced in these Site Terms are the entire agreement between us regarding the Site, including the Order System. They

supersede all other communications and proposals between us regarding the Site. If any provision of these Site Terms is found to be unlawful, void or for any reason unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Site Terms otherwise remain in full force and effect and enforceable. No delay or failure to enforce or exercise any right, remedy or provision of these Site Terms shall constitute a waiver thereof. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

These Site Terms are personal to you. You may not assign, transfer or sublicense these Site Terms without our express prior written consent. We have the right to assign these Site Terms and/or assign, transfer or sublicense any or all of our rights or obligations under these Site Terms without your consent. We can send you notices by posting to the Site or by e-mail or by regular mail.

The headings, captions and section summaries contained herein are for convenience only, and in no way define any provision. Without limitation, a printed version of these Site Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Site Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

May 26, 2022