

WEBSITE TERMS OF USE

Last updated September 29, 2020.

Thank you for accessing www.codexis.com (the “Website”). The Website is operated by Codexis, Inc. (“Codexis,” “we” or “us”).

When you use the Website, these terms of use (these “Terms of Use”) apply. Use of the Website includes accessing, browsing, or any use of the Website. Please read these Terms of Use carefully before you start to use the Website.

By using the Website, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use the Website.

Please note that we may modify these Terms of Use from time to time, so remember to check back in before you use the Website, as the latest version will apply.

PLEASE NOTE THESE TERMS OF USE CONTAIN A CLASS ACTION WAIVER AND AN [ARBITRATION PROVISION](#) SET FORTH BELOW, WHICH REQUIRE YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST CODEXIS AND ITS AFFILIATES ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. YOU HAVE THE RIGHT TO OPT-OUT OF ARBITRATION AS EXPLAINED BELOW.

USE OF THE WEBSITE

The Website is made available free of charge for your personal use subject to these Terms of Use. You may not use the content of the Website for any commercial purposes whatsoever.

You may use the Website only for lawful purposes and you may not use it in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of the Website. You may not:

- misuse or tamper with the Website (e.g., hack, introduce viruses, Trojan horses, worms, logic bombs or other technologically harmful material, or carry out denial of service attacks etc.)
- use the Website in any way that breaches any applicable local, national, or international law or regulation;
- use the Website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- use the Website for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use, or re-use any material which does not comply with our user generated content guidelines;
- use any robot, spider, crawlers or other automatic device, process, software, or query that intercepts, “mines,” scrapes or otherwise accesses the Website to monitor, extract, copy, or collect information or data from or through the Website, or engage in any manual process to do the same; or
- use the Website to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (e.g., spam).

We may end or restrict your use of the Website, without warning and without liability to you or any third party. You understand that we have the sole right to determine in our reasonable discretion whether you are engaging in any unauthorized activity and/or violating any term or conditions of these Terms of Use.

The Website is limited to users aged 13 years and above.

AVAILABILITY OF THE WEBSITE AND ACCESSING THE WEBSITE

Although we aim to offer you the best service possible, the Website, or any content on it, may not always be available or remain uninterrupted. Please note that we may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons without notice. Except where required by applicable law, we will not be liable to you if for any reason the Website is unavailable at any time or for any period.

We use reasonable efforts to ensure that the Website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of the Website (including any content on it or any Website accessible from it) will not cause damage to your computer or other device. You should use your own virus protection software. Except where required by applicable law, we are not liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the Website.

USER GENERATED CONTENT

You agree that we may use your comments, reviews, feedback, suggestions, or questions, and any other materials disclosed, submitted or offered by you on or through the Website (collectively, "Submissions") without compensation, acknowledgement or payment to you, for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Website or other products or services. When you make a Submission (other than your personal data that you submit directly to us which is subject to our [Privacy Policy](#)), you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferrable license to use reproduce, distribute, prepare derivative works, and display the Submission in connection with our business, including in order to promote our websites or our business. You also grant us the right to sub-license your content to third parties on the same terms granted by you to us.

By posting or submitting Submissions through the Website, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for your Submissions. You agree that your Submissions will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described in the preceding paragraph.

Submissions should not include:

- abusive, offensive, or otherwise inappropriate language;
- profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous, or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others;
- comments about other reviewers or bloggers;
- remarks that repeat criminal accusations, false, defamatory, or misleading statements;
- material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses, or credit card numbers;

- spam or advertising; or
- HTML code, computer script or website URLs.

We, in our absolute discretion, reserve the right to not publish any Submission or remove it, take any appropriate action if deemed necessary or remove reviews which do not comply with the rules above.

Please note that the views expressed in Submissions are the opinions of those users and do not represent the views, opinions, beliefs, or values of Codexis or any of its affiliates.

PROMOTIONS

We may from time to time offer sweepstakes, contests, games and other promotions through our Website (“Promotions”). These Promotions will have specific terms and conditions or official rules that govern the Promotions. With respect to any Promotion, in the event of any conflict between these Terms of Use and the specific terms and conditions or official rules of the Promotion, those specific terms and conditions or official rules will control.

ELECTRONIC COMMUNICATIONS

By using the Website, you agree that we may send you operational messages. You consent to receiving operational electronic communications and notices from us. You agree that any notice, agreement, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Any marketing messages we send to you will be sent in accordance with our [Privacy Policy](#). You have the right to opt out of receiving marketing messages at any time. Please see our [Privacy Policy](#) for more information regarding opting out of receiving marketing messages

INTELLECTUAL PROPERTY RIGHTS

All content available on the Website, including but not limited to text, graphics, logos, button icons, images, audio clips, data compilations and software, and the compilation and arrangement thereof (collectively, the “Material”) is the property of Codexis (or its affiliates) or the property of our partners or licensors. All other trademarks (including other product and company names) that appear on the Website are the property of their respective owners, who may or may not be affiliated with or sponsor or endorse us (and who may or may not be endorsed by us). The Material is protected by copyright laws and treaties around the world. ALL RIGHTS RESERVED. Except as otherwise permitted by these Terms of Use, the Material may not be used (including, without limitation, as domain names or account identifiers) without our prior express written permission.

We do not grant any implied right to you or any other person and do not transfer or assign any ownership or intellectual property interest or title in or to the Website (including the Material) (or any part thereof) to you or anyone else. Accordingly, your unauthorized use of the Website (including any Material) may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes and may result in criminal or civil penalties.

You may not alter, delete, or conceal any copyright or other notices contained on the Website or Material, including notices on any audio/visual material you access, download, transmit, display, print or reproduce from the Website.

You may not, nor will you allow any third party (whether or not for your benefit), to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast, or circulate to any third

party (including, without limitation, on or via a third-party Website), or otherwise use, any Material without our express prior written consent.

DIGITAL MILLENNIUM COPYRIGHT ACT

We respect the intellectual property rights of others and require that the people who use the Website and Codexis' products do the same. We may terminate the privileges of users who are repeat infringers of intellectual property rights. If you are a copyright owner and believe that any content posted on the Website infringes upon your copyrights, please provide our designated copyright agent the following written information in accordance with the Digital Millennium Copyright Act (the "DMCA"):

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing and information reasonably sufficient to permit location of the material;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our DMCA designated copyright agent for notice of claims of copyright infringement on the Website is the Vice President of Intellectual Property of Codexis, who can be reached as follows:

Codexis, Inc.
Attn: Legal Department-DMCA Notice of Claims
200 Penobscot Drive
Redwood City, CA 94063
E-mail: copyrights@codexis.com

NO WARRANTY

The Website and the Material is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Websites.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the Website or the Material is accurate, complete, or up-to-date. Please note that while we have tried to accurately display the colors of our products, the actual colors you see will depend on your monitor and may not be accurate.

Without limiting the foregoing, the Website and its content are provided "as is" and "as available" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Applicable law in some locations, such as the State of New Jersey, does not allow the waiver of implied warranties set forth above, so this provision or portions thereof may not apply to you.

No advice or information, whether oral or written, obtained from us or through the Website, will create any warranty or representation not expressly made herein.

LIMITATION OF LIABILITY

To the extent not prohibited by law, you acknowledge and agree that in no event will Codexis or its affiliates, and each such company's directors, officers, employees and agents be liable for (a) any claim, damage, or loss resulting from damages of any kind arising out of or related to your use or inability to use the Website, however caused and under any theory of liability, including direct, indirect, special, exemplary, incidental, consequential or punitive damages (including, but not limited to, procurement of substitute goods or services, loss of data, use or profits, business interruptions or any other damages or losses arising out of or relating to your use or inability to use the Website), however caused and under any theory of liability, whether under these terms or otherwise arising in any way in connection with the Website or these terms and whether in contract, strict liability or tort (including negligence or otherwise), even if we have been advised of the possibility of such damage, or for any other claim, demand or damages whatsoever resulting from or arising out of or in connection with these terms or (b) for any other claim, demand or damages whatsoever resulting from or arising out of or in connection with these Terms of Use or the delivery, use or performance of the Website. You specifically acknowledge that we shall not be liable for defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you. Without limitation of the foregoing, our total liability for any reason whatsoever related to use of the Website, results from use of the Website, or for any claims relating to these Terms of Use shall not exceed \$100. This liability, if any, shall be complete and exclusive. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Applicable law in some locations, such as the State of New Jersey, does not allow the limitation of liability of certain damages set forth above, so this limitation of liability or portions thereof may not apply to you.

INDEMNITY

To the extent not prohibited by law, you agree to indemnify and hold Codexis and each of its directors, officers, employees, agents, affiliates, third party information providers, licensors, contractors and others involved in the delivery of information through the Website (collectively, "Indemnified Parties"), arising from, in connection with, or relating to, any breach of these Terms of Use by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed through the Website.

ENFORCEMENT

You have no reasonable expectation of privacy while using the Website because we reserve the right to view, monitor, and/or record activity on the Website (in accordance with applicable law) and to comply with government or court appointed authorities when necessary. Actual or attempted unauthorized use of the Website may also result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. You shall therefore not, nor shall you permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by us for use of or with the Website. Moreover, you also acknowledge that any breach, threatened or actual, of these Terms of Use by you may cause us and/or our licensors' irreparable injury, such injury would not be quantifiable in monetary damages, and we and/or our licensors would not have an

adequate remedy at law. You therefore agree that we and/or our licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms of Use. Accordingly, you hereby waive any requirement that we and/or our licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to us to enforce any provision of these Terms of Use.

LINKS TO OTHER WEBSITES; LINKS TO THIS WEBSITE

The Website may include links to third-party websites. These links are provided for your information only. We do not control and are not responsible for the content or privacy policies of any linked website, and the inclusion of any link on the Website does not imply our endorsement or approval of it. We are not responsible for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites.

You may link to this Website, as long as you do so in a way that is non-commercial, is fair and legal, and doesn't damage or take advantage of our reputation. You may not link in a way that suggests any form of approval or endorsement by us where none exists. The Website may not be framed on any other Website without our permission.

We reserve the right to withdraw linking permission without notice.

GOVERNING LAW

These Terms of Use have been made in and will be construed and enforced solely in accordance with the laws of the state of California, subject only to mandatory provisions of consumer law in the country in which you reside; provided, however, that the arbitration provisions herein shall be governed by the Federal Arbitration Act and the JAMS Rules, as described more fully below. We and you also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to these Terms of Use and is hereby disclaimed. A printed version of these Terms of Use and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent as other documents and records originally generated and maintained in printed form. Please contact us if you wish to receive a printed copy of these Terms of Use.

BINDING ARBITRATION AGREEMENT

As used in this section, "Arbitration Provisions" refers to the provisions under this section entitled "Binding Arbitration Agreement."

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

1. *Scope of the Arbitration Agreement.* Mindful of the high cost of legal disputes, not only in dollars but in time and energy, you and we agree that any dispute between you and us concerning or arising in any way out of your use of the Website, these Terms of Use, any product or service, and any advertising, promotion, or other communications with respect to Codexis, Inc. (collectively, a "Dispute"), shall be resolved through binding individual arbitration, including threshold questions of arbitrability of the Dispute. You and we understand and agree that we are waiving our right to sue or go to court to assert

or defend our rights. However, either you or Codexis may bring any individual Dispute in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual Dispute. The term “Dispute” includes any dispute, action, claim, or other controversy between you and Codexis, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

2. *Informal Dispute Resolution.* Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Both you and Codexis agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
3. *How Arbitration Works.* Either party may initiate arbitration of a Dispute, which will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms of Use). Unless you and Codexis agree otherwise, including to conduct of arbitration by telephone or videoconference, any arbitration hearing shall take place in the county of your residence (as determined by your billing address on file with Codexis). If you live outside the United States, any arbitration will take place in San Francisco, California. Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your Dispute does not exceed \$10,000, the Company will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose. In determining whether an action is frivolous, the arbitrator may consider whether Codexis has offered full relief to you in relation to your individual claim). Codexis also waives any rights it may have to recover an award of attorneys’ fees and expenses against you. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms of Use will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms of Use, you and Codexis are each waiving the right to trial by jury or to participate in a class action or class arbitration.
4. *WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.* All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and Codexis also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Codexis hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.
5. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms of Use by sending written notice of your decision to opt-out to:

Codexis, Inc.
Attn: Legal Department- Arbitration Opt-Out
200 Penobscot Drive
Redwood City, CA 94063

The notice must be sent to Codexis within 30 days of your agreeing to these Terms of Use, otherwise you shall be bound to arbitrate disputes in accordance with these Terms of Use. If you opt-out of these arbitration provisions, Codexis also will not be bound by them.

6. *Governing Law and Other Terms.* These Arbitration Provisions are governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of these Arbitration Provisions, or to any disputes and claims that are covered by these Arbitration Provisions, the law of the state of California will apply. We will provide notice of any material changes to these Arbitration Provisions, in which case you will have the right to opt out of these Arbitration Provisions within 90 days after such change. Except as set forth above regarding the class action waiver provision, if any portion of these Arbitration Provisions is deemed invalid or unenforceable, it will not invalidate the remaining portions of these Arbitration Provisions. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of these Arbitration Provisions, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver.
7. *Intellectual Property Disputes.* If you have in any manner violated or threatened to violate any of Codexis's intellectual property rights, we may, but are not required to bring suit in any state or federal court in the State of California. You consent to exclusive jurisdiction and venue in these courts.

MISCELLANEOUS

The Website is owned and operated by Codexis, Inc., a Delaware corporation. Codexis's headquarters are located at 200 Penobscot Drive, Redwood City, CA 94063.

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

If any provision of these Terms of Use is held to be invalid or unenforceable, that provision shall be construed consistent with applicable law, and the remaining provisions shall be enforced. In the event any provision of these Terms of Use is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, you agree that unless it materially affects the entire intent and purpose of these Terms of Use, the invalidity, voidness, or unenforceability shall affect neither the validity of these Terms of Use nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section.

Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision.

We may assign these Terms of Use in whole or in part. Moreover, we may delegate our rights and responsibilities or use contractors or agents to fulfill its obligations under these Terms of Use.

These Terms of Use represent the entire agreement between you and us in connection with your use of the Website, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and us with respect to the Website.

We may revise these Terms of Use at any time by updating this page. By using the Website after such changes are posted, you agree to be bound by any such changes. Every time you wish to use the Website, please check these Terms of Use to ensure you understand the terms that apply at that time.

CONTACT US

If you have any questions, concerns or complaints about these Terms of Use, please contact us by email at legal@codexis.com, by phone at (650) 421-8100, or via physical mail at:

Codexis, Inc.
Attn: Legal Department
200 Penobscot Drive,
Redwood City, CA 94063