
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

STANDARD BIOTOOLS INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

77-0513190
(I.R.S. Employer
Identification Number)

2 Tower Place, Suite 2000
South San Francisco, California 94080
(Address of Principal Executive Offices) (Zip Code)

SomaLogic, Inc. 2009 Equity Incentive Plan
SomaLogic, Inc. 2017 Equity Incentive Plan
SomaLogic, Inc. 2021 Omnibus Incentive Plan
Non-Statutory Stock Option Agreement, dated May 18, 2021
(Full Title of Plan)

Michael Egholm, Ph.D.
President and Chief Executive Officer
2 Tower Place, Suite 2000
South San Francisco, CA 94080
(650) 266-6000
(Name, Address and Telephone Number, including area code, of Agent for Service)

Copy to:

William C. Hicks, Esq.
John T. Rudy, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
(617) 542-6000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

On January 5, 2024, pursuant to the Agreement and Plan of Merger, dated as of October 4, 2023 (the “Merger Agreement”), by and among Standard BioTools Inc., a Delaware corporation (“Standard BioTools”, the “Company” or the “Registrant”), Martis Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Standard BioTools (“Merger Sub”) and SomaLogic, Inc., a Delaware corporation (“SomaLogic”), and following the satisfaction or waiver of the conditions specified therein, Merger Sub merged with and into SomaLogic (the “Merger”), with SomaLogic surviving the Merger as a wholly owned subsidiary of Standard BioTools.

At the effective time of the Merger (the “Effective Time”), each outstanding option to purchase shares of common stock, par value \$0.0001 per share, of SomaLogic (“SomaLogic Common Stock”) and each outstanding restricted stock unit to purchase shares of SomaLogic Common Stock, whether vested or unvested, held by continuing SomaLogic employees, was assumed and converted into options to purchase shares of common stock, par value \$0.001 per share, of Standard BioTools (“Standard BioTools Common Stock”) or restricted stock units to purchase shares of Standard BioTools Common Stock, as applicable, generally on the same terms and conditions applicable immediately prior to the Effective Time, with equitable adjustments to the exercise price per share and number of shares in accordance with the exchange ratio pursuant to the Merger Agreement (the “Assumed Equity Awards”).

This Registration Statement on Form S-8 registers an aggregate of 20,395,404 shares of Standard BioTools Common Stock reserved for issuance pursuant to the exercise of the Assumed Equity Awards under the SomaLogic, Inc. 2009 Equity Incentive Plan, the SomaLogic, Inc. 2017 Equity Incentive Plan and the SomaLogic, Inc. 2021 Omnibus Incentive Plan (collectively, the “SomaLogic Plans”) or granted outside of the SomaLogic Plans.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission"). The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the SomaLogic Plans and outside of the SomaLogic Plans, as applicable, covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Commission by the Registrant are incorporated by reference into this Registration Statement:

- a. The Registrant's Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2022, filed with the Commission on March 14, 2023 pursuant to Section 13(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- b. The Registrant's Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2023, June 30, 2023 and September 30, 2023, filed with the Commission on [May 9, 2023](#), [August 8, 2023](#) and [November 7, 2023](#), respectively;
- c. The Registrant's Current Reports on Form 8-K, excluding any information furnished but not filed pursuant to rules promulgated under the Exchange Act, as filed with the Commission on [March 13, 2023](#), [March 16, 2023](#), [May 3, 2023](#), [May 15, 2023](#), [June 16, 2023](#), [July 28, 2023](#), [October 4, 2023](#), [November 21, 2023](#), [December 4, 2023](#), [December 19, 2023](#), [December 26, 2023](#), [December 29, 2023](#), and [January 5, 2024](#) (as amended on [January 19, 2024](#)); and
- d. The description of the Registrant's common stock contained in the Registrant's Registration Statement on [Form 8-A](#) (File No. 001-34180) filed with the Commission on February 7, 2011 under Section 12(b) of the Exchange Act, including any amendments or reports filed for the purpose of updating such description.

All reports and other documents filed by the Registrant after the date hereof pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "DGCL"), permits a corporation to indemnify its directors and officers against expenses, including attorneys' fees, judgments, fines and amounts paid in settlements actually and reasonably incurred by them in connection with any action, suit or proceeding brought by third parties. The directors or officers must have acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reason to believe their conduct was unlawful. In a derivative action, an action only by or in the right of the corporation, indemnification may be made only for expenses, including attorney's fees, actually and reasonably incurred by directors and officers in connection with the defense or settlement of an action or suit, and only with respect to a matter as to which they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation. No indemnification shall be made if such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action or suit was brought determines upon application that the defendant officers or directors are fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability. The certificate of incorporation, as amended, of the registrant provides that the registrant may indemnify its directors, officers, employees or agents to the fullest extent permitted by applicable law and the bylaws, as amended, of the registrant provide that the registrant shall indemnify its directors and officers to the fullest extent permitted by applicable law.

Section 102(b)(7) of the DGCL permits a corporation to provide in its charter that a director or officer of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except for liability of (1) a director or officer for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, (2) a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) a director for payments of unlawful dividends or unlawful stock purchases or redemptions, (4) a director or officer for any transaction from which the director or officer derived an improper personal benefit, or (5) an officer in any action by or in the right of the corporation. The certificate of incorporation, as amended, of the registrant provides for such limitation of liability with respect to directors of the corporation.

We have entered into indemnification agreements with our officers, directors and certain other employees. With certain exceptions, these agreements provide for indemnification for related expenses including, among others, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, our certificate of incorporation, as amended, our bylaws, any agreement, any vote of stockholders or disinterested directors or otherwise.

We maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description	Form	Incorporated by Reference From Exhibit Number	Date Filed
4.1	Specimen Common Stock Certificate of the Registrant.	S-8	4.1	4/1/2022
4.2	Eighth Amended and Restated Certificate of Incorporation of the Registrant filed on February 15, 2011.	10-K	3.1	3/28/2011
4.3	Certificate of Amendment to the Eighth Amended and Restated Certificate of Incorporation filed on April 1, 2022.	S-8	4.3	4/1/2022
4.4	Second Certificate of Amendment to the Eighth Amended and Restated Certificate of Incorporation filed on January 4, 2024.	8-K	3.1	1/5/2024
4.5	Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock.	8-K	3.1	11/22/2016
4.6	Certificate of Elimination of Series A Participating Preferred Stock of the Registrant.	8-K	3.1	8/2/2017
4.7	Amended and Restated Bylaws of Standard BioTools Inc.	S-8	4.8	4/1/2022
5.1*	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.			
23.1*	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.			
23.2*	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.			
23.3*	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (included as part of Exhibit 5.1 hereto).			
24.1*	Power of Attorney (included on the signature page to this registration statement).			
99.1#	SomaLogic, Inc. 2009 Equity Incentive Plan	S-4/A	10.8	8/5/2021
99.2#	SomaLogic, Inc. 2017 Equity Incentive Plan	S-4/A	10.11	8/5/2021
99.3#	SomaLogic, Inc. 2021 Omnibus Incentive Plan	S-4/A	10.1	8/5/2021
99.4#*	Form of Non-Statutory Stock Option Agreement.			
107*	Filing Fee Table.			

* Filed herewith.

Indicates management contract or compensatory plan, contract, or arrangement.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of South San Francisco, State of California, on January 19, 2024.

STANDARD BIOTOOLS INC.

By: /s/ Michael Egholm, Ph.D.

Michael Egholm, Ph.D.

President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Michael Egholm, Ph.D. and Jeffrey G. Black, acting alone or together with another attorney-in-fact, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his or her name, place and stead, in any and all capacities, to sign any or all further amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Michael Egholm, Ph.D.</u> Michael Egholm, Ph.D.	President, Chief Executive Officer and Director (Principal Executive Officer)	January 19, 2024
<u>/s/ Jeffrey G. Black</u> Jeffrey G. Black	Chief Financial Officer (Principal Financial and Accounting Officer)	January 19, 2024
<u>/s/ Tom Carey</u> Tom Carey	Chairman of the Board of Directors	January 19, 2024
<u>/s/ Frank R. Witney, Ph.D.</u> Frank R. Witney, Ph.D.	Director	January 19, 2024
<u>/s/ Fenel M. Eloi</u> Fenel M. Eloi	Director	January 19, 2024
<u>/s/ Troy Cox</u> Troy Cox	Director	January 19, 2024
<u>/s/ Eli Casdin</u> Eli Casdin	Director	January 19, 2024
<u>/s/ Kathy Hibbs</u> Kathy Hibbs	Director	January 19, 2024



January 19, 2024

Standard BioTools Inc.
2 Tower Place, Suite 2000
South San Francisco, CA 94080

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as legal counsel to Standard BioTools Inc., a Delaware corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission (the “Commission”) of a Registration Statement on Form S-8 (the “Registration Statement”), pursuant to which the Company is registering the issuance under the Securities Act of 1933, as amended (the “Securities Act”), of an aggregate of 20,395,404 shares (the “Shares”) of the Company’s common stock, par value \$0.001 per share (“Common Stock”), that may be issued pursuant to (i) the exercise of options to purchase shares of Common Stock or the vesting of restricted stock units, as applicable, pursuant to the SomaLogic, Inc. 2009 Equity Incentive Plan, the SomaLogic, Inc. 2017 Equity Incentive Plan and the SomaLogic, Inc. 2021 Omnibus Incentive Plan (collectively, the “SomaLogic Equity Plans”), and (ii) the exercise of options to purchase shares of Common Stock pursuant to that certain Non-Statutory Stock Option Agreement, dated May 18, 2021 (the “NSO Agreement”). Pursuant to the terms of that certain Agreement and Plan of Merger, dated as of October 4, 2023 (the “Merger Agreement”), by and among the Company, Martis Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company (“Merger Sub”), and SomaLogic, Inc., a Delaware corporation (“SomaLogic”), each outstanding option to purchase shares of common stock, par value \$0.0001 per share, of SomaLogic (“SomaLogic Common Stock”) and each outstanding restricted stock unit convertible into shares of SomaLogic Common Stock, whether vested or unvested, held by continuing SomaLogic employees under the SomaLogic Equity Plans and the NSO Agreement, was assumed and converted into options to purchase shares of the Company’s Common Stock or restricted stock units convertible into shares of the Company’s Common Stock, as applicable. This opinion is being rendered in connection with the filing of the Registration Statement with the Commission. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in the Registration Statement.

In connection with this opinion, we have examined the Company’s Eighth Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated Bylaws, each as currently in effect; such other records of the corporate proceedings of the Company and certificates of the Company’s officers as we have deemed relevant; and the Registration Statement and the exhibits thereto.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such copies, and the truth and correctness of any representations and warranties contained therein. In addition, we have assumed that the Company will receive any required consideration in accordance with the terms of the SomaLogic Equity Plans and the NSO Agreement.

BOSTON LOS ANGELES MIAMI NEW YORK SAN DIEGO SAN FRANCISCO TORONTO WASHINGTON

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.



Our opinion expressed herein is limited to the General Corporation Law of the State of Delaware and we express no opinion with respect to the laws of any other jurisdiction. No opinion is expressed herein with respect to the qualification of the Shares under the securities or blue sky laws of any state or any foreign jurisdiction.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

Based upon the foregoing, we are of the opinion that the Shares, when issued and delivered in accordance with the terms of the SomaLogic Equity Plans and the NSO Agreement, as applicable, will be validly issued, fully paid and non-assessable.

We understand that you wish to file this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act, and we hereby consent thereto. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Standard BioTools Inc. of our report dated March 14, 2023 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Standard BioTools Inc.'s Annual Report on Form 10-K for the year ended December 31, 2022.

/s/ PricewaterhouseCoopers LLP

San Jose, California
January 19, 2024

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) of Standard BioTools Inc. pertaining to the SomaLogic, Inc. 2009 and 2017 Equity Incentive Plans, the SomaLogic, Inc. 2021 Omnibus Incentive Plan, and the Non-Statutory Stock Option Agreement dated May 18, 2021 of our report dated March 28, 2023, with respect to the consolidated financial statements of SomaLogic, Inc. as of and for the years ended December 31, 2022 and 2021 included in the Amendment No. 1 to the Current Report on Form 8-K of Standard BioTools Inc., filed with the Securities and Exchange Commission on January 19, 2024.

/s/ Ernst & Young LLP

Denver, Colorado
January 19, 2024

SOMALOGIC, INC.

Non-Statutory Stock Option Agreement

SomaLogic, Inc. (the "Company") hereby grants to you, the Optionee named below, a Stock Option to purchase shares of the Company's Class B common stock, par value \$.01 per share, (the "Option"), pursuant to the terms and conditions of this Non-Statutory Stock Option Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages (this "Agreement"). Capitalized terms used in this Agreement have the meanings ascribed to them in Exhibit A attached hereto.

Name of Optionee:	Grant number:
No. of Shares Covered:	Date of Grant:
Exercise Price Per Share:	Expiration Date:
Vesting and Exercise Schedule: <u>Dates</u> Early Exercise is not permitted.	Portion of Shares as to Which Option <u>Becomes Vested and Exercisable</u>

By signing below, you agree to all of the terms and conditions contained in this Agreement. You acknowledge that you have reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's Class B common stock, par value \$.01 per share, pursuant to the Option.

OPTIONEE:

SOMALOGIC, INC.

By: _____

SomaLogic, Inc.
Non-Statutory Stock Option Agreement

Option Terms and Conditions

1. **Administration.**

(a) **Amendments.** The Committee may unilaterally amend the terms of the Option, except that no such amendment may materially impair your rights under the Option without your consent, unless such amendment is necessary to comply with applicable law, stock exchange rules or accounting rules. The Committee shall have the authority, in its discretion, to take such actions as it deems necessary or advisable to administer the Option, including accelerating the vesting or extending the exercise period of the Option, or otherwise amending these Option Terms and Conditions, subject to the requirements of this Section; and interpreting this Agreement.

(b) **Acts of the Committee; Delegation.** A majority of the members of the Committee shall constitute a quorum for any meeting of the Committee, and any act of a majority of the members present at any meeting at which a quorum is present or any act unanimously approved in writing by all members of the Committee shall be the act of the Committee.

(c) **Finality of Decisions.** The Committee's interpretation of the Option and all related decisions or resolutions of the Board or Committee shall be final and binding on all parties with an interest therein.

2. **Non-Qualified Stock Option.** The Option is a Non-Statutory Stock Option and is not intended to be an Incentive Stock Option and will be interpreted accordingly.

3. **General Terms.**

(a) **No Fractional Shares.** Unless otherwise determined by the Committee, the number of Shares subject to the Option shall always be a whole number. No fractional Shares may be issued under the Option, but the Committee may, in its discretion, pay cash in lieu of any fractional Share in settlement of the Option.

(b) **Transferability.** Except as provided in this Section 3(b), (i) during your lifetime, only you or your guardian or legal representative may exercise the Option, or receive payment with respect to the Option; and (ii) the Option may not be sold, assigned, transferred, exchanged or encumbered other than by will or the laws of descent and distribution. Any attempted transfer in violation of this Section 3(b) shall be of no effect.

(c) **Designation of Beneficiary.** You may designate a beneficiary or beneficiaries to exercise the Option or receive a payment under the Option payable on or after your death. Any such designation shall be on a form approved by the Committee and shall be effective upon its receipt by the Company.

(d) Termination of Service. If your Service with the Company and its Affiliates terminates, the following provisions shall apply (in all cases subject to the scheduled expiration of the Option):

(1) Upon termination of Service for Cause, all unexercised portions of the Option shall be immediately forfeited without consideration.

(2) Upon termination of Service for any other reason, all unvested and unexercisable portions of the Option shall be immediately forfeited without consideration.

(3) Upon termination of Service for any reason other than Cause, your Disability or your death, the currently vested and exercisable portions of the Option may be exercised for a period of three (3) months after the date of such termination.

(4) Upon termination of Service due to your Disability, the currently vested and exercisable portions of the Option may be exercised for a period of twelve (12) months after the date of such termination (except as otherwise provided in Section 3(d)(5) below).

(5) After your death, if you die either during your Service with the Company or within three (3) months after your Service terminates for any reason other than Cause, the currently vested and exercisable portions of the Option may be exercised for a period of eighteen (18) months thereafter.

(e) No Employment or Other Service Rights. Nothing in this Agreement will confer upon you any right to continue to serve the Company or an Affiliate in your capacity in effect at the time the Option is granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without Cause, (ii) the service of a consultant to the Company or an Affiliate pursuant to the terms of such consultant's agreement with the Company or an Affiliate, or (iii) the service of a member of the Board pursuant to the bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(f) Clawback/Recovery. The Option will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Board may impose such other clawback, recovery or recoupment provisions as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired Shares or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

4. Vesting and Exercise Schedule. The Option will vest and become exercisable as to the number of Shares and on the dates specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as you continue to serve as General Counsel of the Company. The Vesting and Exercise Schedule is cumulative, meaning that to the extent the Option has not already been exercised and has not expired, terminated or been cancelled, you or the person otherwise entitled to exercise the Option as provided in this Agreement may at any time purchase all or any portion of the Shares that may then be purchased under the Vesting and Exercise Schedule. Vesting and exercisability of the Option may be accelerated during the term of the Option under the circumstances described in Section 5(b).

5. **Changes in Capitalization, Corporate Transactions, Change in Control.**

(a) **Adjustments for Changes in Capitalization.** In the event of any equity restructuring (within the meaning of FASB ASC Topic 718 - Stock Compensation) that causes the per share value of Shares to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the Committee shall make such adjustments as it deems equitable and appropriate to (i) the number and kind of Shares or other securities subject to the Option, and (ii) the exercise price of the Option. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent your dilution or enlargement of rights. In either case, any such adjustment shall be conclusive and binding on you and the Company. No adjustment shall be made pursuant to this Section 5(a) in connection with the conversion of any convertible securities of the Company, or in a manner that would cause the Option to be subject to adverse tax consequences under Section 409A of the Code.

(b) **Corporate Transactions.** The following provisions shall apply to the Option in the event of a Change in Control that involves a Corporate Transaction.

(1) **Continuation, Assumption or Replacement of the Option.** In the event of a Corporate Transaction, then the surviving or successor entity (or its Parent) may continue, assume or replace the Option as of the date of the Corporate Transaction (with such adjustments as may be required or permitted by Section 5(a)), and the Option, or its replacement, if applicable, shall remain outstanding and be governed by the terms hereof (or a replacement agreement with the same or comparable terms, if applicable). A surviving or successor entity may elect to continue, assume or replace only a portion of the Option. For purposes of this Section 5(b)(1), the Option shall be considered assumed or replaced if, in connection with the Corporate Transaction and in a manner consistent with Code Sections 409A and 424, either (i) the contractual obligations represented by the Option are expressly assumed by the surviving or successor entity (or its Parent) with appropriate adjustments to the number and type of securities subject to the Option and the exercise price thereof that preserves the intrinsic value of the Option existing at the time of the Corporate Transaction, or (ii) you have been granted a comparable equity-based award that preserves the intrinsic value of the Option existing at the time of the Corporate Transaction and provides for a vesting or exercisability schedule that is the same as or more favorable to you.

(2) **Acceleration.** If and to the extent that the Option is not continued, assumed or replaced in connection with a Corporate Transaction, then (i) the Option shall become fully exercisable for such period of time prior to the effective time of the Corporate Transaction as is deemed fair and equitable by the Committee. The Committee shall provide written notice of the period of accelerated exercisability of the Option to you. The exercise of the Option shall be conditioned upon the consummation of the Corporate Transaction and shall be effective only immediately before such consummation.

(3) **Payment for the Option.** If and to the extent that the Option is not continued, assumed or replaced in connection with a Corporate Transaction, then the Committee may provide that you must surrender the Option at or immediately prior to the effective time of the Corporate Transaction in exchange for payments to the holders as provided in this Section 5(b)(3). The Committee will not be required to treat all equity awards similarly for purposes of this Section 5(b)(3). The payment for the Option shall be in an amount equal to the difference, if any, between (i) the fair market value (as determined in good faith by the Committee) of the consideration that would otherwise be received in the Corporate Transaction for the number of Shares subject to the Option, and (ii) the aggregate exercise price (if any) for the Shares subject to the Option. Payment shall be made in such form, on such terms and subject to such conditions as the Committee determines in its discretion, which may or may not be the same as the form, terms and conditions applicable to payments to the Company's stockholders in connection with the Corporate Transaction, and may include subjecting such payments to vesting conditions comparable to those of the Option surrendered, or to escrow or holdback terms comparable to those imposed upon the Company's stockholders under the Corporate Transaction.

(c) **Dissolution or Liquidation.** In the event of a proposed dissolution or liquidation of the Company, the Committee will notify you as soon as practicable prior to the effective date of such proposed transaction. The Option will terminate immediately prior to the consummation of such proposed action.

6. **Expiration.** The Option will expire and will no longer be exercisable at 5:00 p.m. Mountain Time on the earliest of:

(a) The expiration date specified on the cover page of this Agreement;

(b) Upon your termination of Service for Cause;

(c) Upon the expiration of any applicable period specified in Section 3(d) during which the Option may be exercised after your termination of Service; or

(d) The date (if any) fixed for termination or surrender of the Option pursuant to Section 5(b)(3).

7. **Service Requirement.** Except as otherwise provided in Section 3(d) above, the Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the date the Option was granted.

8. **Exercise of the Option.** Subject to Section 7, the vested and exercisable portion of the Option may be exercised at any time during the Option term by delivering a written notice of exercise to the Company at its principal executive office, and by providing for payment of the exercise price of the Shares being acquired and any related withholding taxes. The notice of exercise, in the form attached to this Agreement, shall be provided to the Company's Chief Financial Officer. The notice shall state the number of Shares to be purchased, and shall be signed by the person exercising the Option. If you are not the person exercising the Option, the person submitting the notice also must submit appropriate proof of his/her right to exercise the Option.

9. **Payment of Exercise Price.** When you submit your notice of exercise, you must include payment of the exercise price of the Shares being purchased through one or a combination of the following methods:

(a) Cash (including personal check, cashier's check or money order);

(b) By delivery to the Company of Shares (by actual delivery or attestation of ownership in a form approved by the Company) already owned by you that are not subject to any security interest and that have an aggregate Fair Market Value on the date of exercise equal to the exercise price of the Shares being purchased; or

(c) By authorizing the Company to retain, from the total number of Shares as to which the Option is being exercised, that number of Shares having a Fair Market Value on the date of exercise equal to the exercise price for the total number of Shares as to which the Option is being exercised.

However, if the Committee determines, in any given circumstance, that payment of the exercise price with Shares or by authorizing the Company to retain Shares is undesirable for any reason, you will not be permitted to pay any portion of the exercise price in that manner.

10. **Withholding Taxes.** You may not exercise the Option in whole or in part unless you make arrangements acceptable to the Company for payment of any federal, state, local or foreign withholding taxes that may be due as a result of the exercise of the Option. You hereby authorize the Company (or any Affiliate) to withhold from payroll or other amounts payable to you any sums required to satisfy such withholding tax obligations. If you wish to satisfy some or all of such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Shares being acquired upon exercise of the Option, you must make such a request which shall be subject to approval by the Company. Delivery of Shares upon exercise of the Option is subject to the satisfaction of applicable withholding tax obligations.

11. **Delivery of Certificate.** As soon as practicable after the Company receives the notice and exercise price provided for above, and determined that all conditions to exercise, including Sections 10 and 12 of this Agreement, have been satisfied, it shall deliver to the person exercising the Option, in the name of such person, a certificate or certificates representing the Shares being purchased. The Company shall pay any original issue or transfer taxes with respect to the issue or transfer of the Shares and all fees and expenses incurred by it in connection therewith. All Shares so issued shall be fully paid and nonassessable.

12. **Compliance with Laws.** The Option may be exercised only if the issuance of Shares upon such exercise complies with all applicable legal requirements, including compliance with the provisions of applicable federal and state securities laws. If the sale of Shares upon the exercise of the Option is not registered under the Securities Act of 1933, as amended (the "Securities Act"), you shall acknowledge at the time of exercise that (i) the Shares you are acquiring are deemed "restricted securities" for purposes of Rule 144 under the Securities Act, and you are acquiring the Shares for investment purposes and not with a view to the resale or distribution of such Shares, and (ii) the Shares you are acquiring may not be sold, pledged or otherwise transferred without (A) an effective registration or qualification thereof under the Securities Act and the securities laws of any applicable state or other jurisdiction, or (B) evidence, which may include an opinion of counsel, satisfactory to the Company and its counsel that such registration and qualification is not required.

13. **Transfer of Option.** During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise the Option except in the case of a transfer described below. You may not assign or transfer the Option except (i) for a transfer upon your death in accordance with your will, by the laws of descent and distribution or pursuant to a beneficiary designation, (ii) pursuant to a qualified domestic relations order, or (iii) with the prior written approval of the Company, by gift, in a form accepted by the Company. The Option held by any such transferee will continue to be subject to the same terms and conditions that were applicable to the Option immediately prior to its transfer and may be exercised by such transferee as and to the extent that the Option has become exercisable and has not terminated in accordance with the provisions of this Agreement.

14. **No Stockholder Rights Before Exercise.** Neither you nor any permitted transferee of the Option will have any of the rights of a stockholder of the Company with respect to any Shares subject to the Option until a certificate evidencing such Shares has been issued (or an appropriate book entry in the Company's stock register has been made). No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued (or an appropriate book entry has been made).

15. **Choice of Law.** This Agreement will be interpreted and enforced under the laws of the state of Delaware (without regard to its conflicts or choice of law principles).

16. **Binding Effect.** This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

17. **Other Agreements.** You agree that in connection with the exercise of the Option, you will execute such documents as may be necessary to become a party to any stockholder, voting or similar agreements as the Company may require.

18. **Restrictive Legends.** The Company may place a legend or legends on any certificate representing Shares issued upon the exercise of the Option summarizing transfer and other restrictions to which the Shares may be subject under applicable securities laws, or other provisions of this Agreement. You agree that in order to ensure compliance with the restrictions referred to in this Agreement, the Company may issue appropriate "stop transfer" instructions to its transfer agent.

19. **Transferability Restrictions and Right to Repurchase.**

(a) Until the earlier to occur of (i) the date upon which the Option is fully vested and may be exercised in full in accordance with Section 4 of this Agreement, or (ii) the consummation of an underwritten public offering involving at least twenty percent (20%) of the outstanding Stock pursuant to an effective registration statement under the Securities Act, you shall not transfer in any manner, or cause or permit to be transferred in any manner, any Shares issued pursuant to exercise of the Option. Any purported transfer of Shares in violation of the foregoing provision shall be null and void.

(b) Following termination of your Service for any reason, the Company shall have the right to purchase all Shares that you have acquired or will acquire under the Option. If the Company decides to exercise its right to purchase the Shares, it will notify you of its intention to purchase such Shares and will consummate the purchase within ninety (90) days of your termination of Service or, in the case of Shares acquired after your termination of Service, within ninety (90) days of the date of exercise. The purchase price shall be the Fair Market Value of the Shares on the date of your termination of Service. The Company's repurchase rights under this Section shall terminate upon the registration of the Company's Class B common stock under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

20. **Market Standoff Agreement.** In connection with any underwritten public offering by the Company of its equity securities, including the initial public offering of the Company's securities, and upon request of the Company or the underwriters managing such underwritten offering, you agree not to sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) after the effective date of such registration as may be requested by the Company or such managing underwriters, and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of such public offering.

21. **Right of First Refusal.** Shares that you acquire upon exercise of the Option are subject to the right of first refusal on the part of the Company that is described in this Section 21 until such time as the Company's Stock is registered under Section 12 of the Exchange Act.

(a) Before any Shares acquired upon the exercise of the Option may be transferred in any manner, including by sale, pledge or other encumbrance, you must first deliver a written notice (a "Transfer Notice") to the Company stating (i) that you desire to transfer such Shares and (ii) the price and other material terms and conditions of the proposed transfer. The Transfer Notice shall be accompanied by a certificate from you certifying that you have received a written offer from a third party financially capable of carrying out the terms of the offer to acquire the Shares at the price and terms set forth in the Transfer Notice, and identifying such third party, including the name and address. Any notice that does not contain all information required by this Section 21(a) shall not be considered a Transfer Notice for purposes of this Agreement. The Transfer Notice shall be deemed a legally enforceable offer by you to sell the Shares to which the Transfer Notice refers to the Company pursuant to this Agreement.

(b) Within thirty (30) days after receipt of a Transfer Notice (the "Company Period"), the Company may elect, by delivering to you a written notice (a "Company Notice") of its election to purchase all or any part (provided that it is a whole number) of the Shares to which the Transfer Notice refers, on the same terms and conditions specified in the Transfer Notice (or on economically equivalent terms and conditions specified in the Company Notice). If the Company does not elect to purchase any of the Shares, the Company shall send a notice to such effect to you prior to the end of the Company Period.

(c) If a dispute arises between you and the Company concerning the economically equivalent terms and conditions specified in a Company Notice, the determination of the economic equivalence of such terms and conditions shall be made by an independent investment banking firm selected by the Company and consented to by you, which consent shall not be unreasonably withheld. You and the Company shall cooperate fully in assisting any such investment banking firm in making its determination, and such determination shall be made no later than seventy-five (75) days after the date that the Company received the Transfer Notice. The Company shall bear the cost of such investment banking firm. If the investment banking firm takes more than seventy-five (75) days to make its determination, the period of time after the seventy-five (75) days shall be added to the Company's time limit for consummating the transaction as required by Section 21(d) of this Agreement.

(d) If the Company elects to acquire your Shares pursuant to this Section 21, you and the Company shall consummate the sale and purchase of such Shares no later than ninety (90) days after the date that the Company received the Transfer Notice.

(e) To the extent the Company does not exercise its rights under this Section 21 within the specified time periods, you may, subject to Section 9 of this Agreement, transfer the Shares specified in your Transfer Notice to the third party specified in such Transfer Notice at the price and on the terms specified in such notice, so long as such transfer is consummated within one hundred twenty (120) days after the date that the Company received the Transfer Notice.

(f) You hereby acknowledge that the right of the Company to purchase your Shares in the manner described in this Section 21 is not unreasonable under the circumstances existing as of the date you execute this Agreement.

By signing the cover page of this Agreement, you agree to all the terms and conditions described above.

Exhibit A
Definitions

The following definitions will apply to this Agreement:

- (a) “Affiliate” means any corporation that is a Subsidiary or Parent of the Company.
- (b) “Agreement” means the written or electronic agreement containing the terms and conditions applicable to the Option.
- (c) “Board” means the Board of Directors of the Company.

(d) “Cause” means (i) incompetence or failure or refusal to perform satisfactorily the duties reasonably required of you by the Company (other than by reason of Disability); (ii) material violation of any law, rule, regulation, court order or regulatory directive (other than traffic violations, misdemeanors or other minor offenses); (iii) material breach of any fiduciary duty or nondisclosure, non-solicitation, non-competition or similar obligation owed to the Company or any Affiliate; (iv) engaging in any act or practice that involves personal dishonesty or demonstrates a willful and continuing disregard for the best interests of the Company and its Affiliates; or (v) engaging in dishonorable or disruptive behavior, practices or acts which would be reasonably expected to harm or bring disrepute to Company or any of its Affiliates, their business or any of their customers, employees or vendors.

- (e) “Change in Control” means, unless otherwise provided in an Agreement, one of the following:

(1) Any individual, entity or Group (a “Person”), other than (i) one or more Subsidiaries, or (ii) any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate, becomes the beneficial owner (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934) of equity securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities entitled to vote generally in the election of directors (“voting securities”), except that (A) any acquisition of Company equity securities by a Person directly from the Company for the purpose of providing financing to the Company, any formation of a Group consisting solely of beneficial owners of the Company’s voting securities, or any repurchase or other acquisition by the Company of its equity securities that causes any Person to become the beneficial owner of more than fifty percent (50%) of the Company’s voting securities, will not be considered a Change in Control unless and until, in either case, such Person acquires beneficial ownership of additional Company voting securities after the Person initially became the beneficial owner of more than fifty percent (50%) of the Company’s voting securities by one of the means described in this clause (A); and (B) a Change in Control will occur if a Person becomes the beneficial owner of more than fifty percent (50%) of the Company’s voting securities as the result of a Corporate Transaction only if the Corporate Transaction is itself a Change in Control pursuant to subsection (e)(3);

- (2) Individuals who are Continuing Directors cease for any reason to constitute a majority of the members of the Board; or

(3) The consummation of a Corporate Transaction unless, immediately following such Corporate Transaction, all or substantially all of the persons who were the beneficial owners of Company voting securities immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding voting securities (or comparable equity interests) of the surviving or acquiring entity (or its Parent) resulting from such Corporate Transaction in substantially the same proportions as their ownership of Company voting securities immediately prior to such Corporate Transaction.

Notwithstanding the foregoing, to the extent that the Option constitutes a deferral of compensation subject to Code Section 409A, and if the Option provides for a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred unless the event would also constitute a change in ownership or effective control of, or a change in the ownership of a substantial portion of the assets of, the Company under Code Section 409A.

(f) “Code” means the Internal Revenue Code of 1986, as amended and in effect from time to time, and the regulations promulgated thereunder.

(g) “Committee” means the Board or a committee of the Board comprised of two (2) or more Non-Employee Directors designated by the Board to administer the Option.

(h) “Company” means SomaLogic, Inc., a Delaware corporation, or any successor thereto.

(i) “Continuing Director” means an individual (A) who is, as of the effective date of the Option, a director of the Company, (B) who is elected as a director of the Company subsequent to the effective date hereof pursuant to a nomination or board representation right of preferred stockholders of the Company, or (C) who becomes a director of the Company after the effective date hereof and whose initial election, or nomination for election by the Company’s stockholders, was approved by at least a majority of the then Continuing Directors.

(j) “Corporate Transaction” means (i) a sale or other disposition of all or substantially all of the assets of the Company, or (ii) a merger, consolidation, share exchange or similar transaction involving the Company, regardless of whether the Company is the surviving corporation.

(k) “Disability” means (A) any permanent and total disability under any long-term disability plan or policy of the Company or its Affiliates that covers you, or (B) if there is no such long-term disability plan or policy, “total and permanent disability” within the meaning Code Section 22(e)(3).

(l) “Employee” means an employee of the Company or an Affiliate.

(m) “Fair Market Value” means the fair market value of a Share determined as follows:

(1) If the Shares are readily tradable on an established securities market (as determined under Code Section 409A), then Fair Market Value will be the closing sales price for a Share on the principal securities market on which it trades on the date for which it is being determined, or if no sale of Shares occurred on that date, on the next preceding date on which a sale of Shares occurred, as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(2) If the Shares are not then readily tradable on an established securities market (as determined under Code Section 409A), then Fair Market Value will be determined by the Committee as the result of a reasonable application of a reasonable valuation method that satisfies the requirements of Code Section 409A.

(n) "Group" means two or more persons acting as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of the Company.

(o) "Incentive Stock Option" means any Stock Option designated as such and granted in accordance with the requirements of Code Section 422.

(p) "Non-Employee Director" means a member of the Board who is not an Employee.

(q) "Non-Statutory Stock Option" means a Stock Option other than an Incentive Stock Option.

(r) "Parent" means a "parent corporation," as defined in Code Section 424(e).

(s) "Service" means the provision of services by you to the Company or any Affiliate in any Service Provider capacity. A Service Provider's Service shall be deemed to have terminated either upon an actual cessation of providing services or upon the entity for which the Service Provider provides services ceasing to be an Affiliate. Except as otherwise provided in this Agreement, Service shall not be deemed terminated in the case of (i) any approved leave of absence; (ii) transfers among the Company and any Affiliates in any Service Provider capacity; or (iii) any change in status so long as the individual remains in the service of the Company or any Affiliate in any Service Provider capacity.

(t) "Service Provider" means an Employee, a Non-Employee Director, or any consultant or advisor who is a natural person and who provides services (other than in connection with (i) a capital-raising transaction or (ii) promoting or maintaining a market in Company securities) to the Company or any Affiliate.

(u) "Share" means a share of Stock.

(v) "Stock" means the Class B common stock, \$0.01 par value, of the Company.

(w) "Stock Option" means a right granted to purchase a specified number of Shares at a specified price.

(x) "Subsidiary" means a "subsidiary corporation," as defined in Code Section 424(f), of the Company.

Exhibit B
NOTICE OF EXERCISE
Non-Statutory Stock Option

_____, 20____

SomaLogic, Inc.
2945 Wilderness Place
Boulder, Colorado 80301

Ladies and Gentlemen:

I hereby exercise the following option (the "Option") granted to me with respect to the number of shares of Class B common stock of SomaLogic, Inc. (the "Company") indicated below:

Name: _____

Date of Grant of Option: _____

Exercise Price Per Share: _____

**Number of Shares With Respect to Which
the Option is Hereby Exercised:**

Total Exercise Price:

- Enclosed with this Notice is a check, cashier's check or money order in the amount of the Total Exercise Price.
- Enclosed with this Notice is a certificate evidencing unencumbered Shares (duly endorsed in blank) having an aggregate Fair Market Value equal to or in excess of the Total Exercise Price.
- I elect to pay the Total Exercise Price through a reduction in the number of Shares to be delivered to me upon this exercise of the Option.

In connection with this exercise, I represent, warrant and acknowledge as follows:

- I will provide for the payment to the Company, in a manner agreed to by the Company, of the amount of any required withholding taxes in connection with this exercise.
- I am acquiring the Shares as a result of this exercise of the Option for my own account, and acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are deemed to constitute "restricted securities" under Rule 144 of the Securities Act. I have no present intention of distributing or selling such Shares, and will transfer them only as permitted under applicable federal and state securities laws.

I am the owner of all Shares delivered with this Notice free and clear of all liens, security interests and other restrictions or encumbrances.

Please issue a certificate (the "Certificate") for the number of Shares with respect to which the Option is being exercised (or the net number of Shares if the Total Exercise Price and/or applicable withholding taxes are being paid through a reduction in the number of Shares to be delivered to me) in the name of the person indicated below and deliver the Certificate to the address indicated below:

Name in Which to Issue Certificate:

Address to Which Certificate Should be Delivered:

Principal Mailing Address for Holder of the Certificate (if different from above):

Very truly yours,

Signature

Name, please print

Social Security Number

Calculation of Filing Fee Tables

Form S-8
(Form Type)Standard BioTools Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rules	Amount Registered (1)(2)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registered Fees
Equity	Common Stock, \$0.001 par value per share	457(h)	362,585 (3)	\$2.01 (4)	\$728,795.85	\$0.00014760	\$107.58
Equity	Common Stock, \$0.001 par value per share	457(h)	4,486,722 (5)	\$4.55 (6)	\$20,414,585.10	\$0.00014760	\$3,013.20
Equity	Common Stock, \$0.001 par value per share	457(h)	12,275,763 (7)	\$4.23 (8)	\$51,926,477.49	\$0.00014760	\$7,664.35
Equity	Common Stock, \$0.001 par value per share	457(h)	279,087 (9)	\$6.25 (10)	\$1,744,293.75	\$0.00014760	\$257.46
Equity	Common Stock, \$0.001 par value per share	457(c) and 457(h)	2,991,247 (11)	\$2.275 (12)	\$6,805,086.93	\$0.00014760	\$1,004.44
Total Offering Amounts					\$81,619,239.12		\$12,047.03
Total Fees Previously Paid							—
Total Fee Offset							—
Net Fee Due							\$12,047.03

- (1) The number of shares of common stock, par value \$0.001 per share (“Common Stock”) of Standard BioTools Inc. (the “Registrant”) stated above consists of shares of Common Stock available for issuance pursuant to the exercise of options to purchase shares of Common Stock and the vesting of restricted stock units under the SomaLogic, Inc. 2009 Equity Incentive Plan, the SomaLogic, Inc. 2017 Equity Incentive Plan and the SomaLogic, Inc. 2021 Omnibus Incentive Plan (collectively, the “SomaLogic Plans”), as well as options to purchase shares of Common Stock pursuant to that certain Non-Statutory Stock Option Agreement, dated May 18, 2021. In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall be deemed to cover any additional securities that may from time to time be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.
- (2) Pursuant to that certain Agreement and Plan of Merger, dated October 4, 2023, by and among the Registrant, Martis Merger Sub, Inc. and SomaLogic (the “Merger”), the Registrant assumed each outstanding option to purchase shares of SomaLogic common stock (a “SomaLogic Option”) and each outstanding restricted stock unit to purchase shares of SomaLogic common stock (a “SomaLogic RSU,” and together with the SomaLogic Options, the “Assumed Equity Awards”). Each Assumed Equity Award has the same terms and conditions applicable to such Assumed Equity Award prior to the effective time of the Merger (the “Effective Time”), except that (A) such SomaLogic Option is exercisable for that number of shares of Standard BioTools Common Stock equal to the number of shares of SomaLogic Common Stock subject to such SomaLogic Option immediately prior to the Effective Time multiplied by 1.11 (the “Exchange Ratio”) and rounded down to the next nearest share of the Registrant’s Common Stock, (B) the exercise price per share of such SomaLogic Option is the exercise price per share in effect for that SomaLogic Option immediately prior to the Effective Time divided by the Exchange Ratio and rounded up to the next nearest cent and (C) such SomaLogic RSU vests for that number of shares of Standard BioTools Common Stock equal to the number of shares of SomaLogic Common Stock subject to such SomaLogic RSU immediately prior to the Effective Time multiplied by the Exchange Ratio and rounded to the next nearest share of Standard BioTools Common Stock.

- (3) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the SomaLogic, Inc. 2009 Equity Incentive Plan.
 - (4) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act, and based upon a price of \$2.01 per share, which is the weighted-average exercise price for SomaLogic Options outstanding under the SomaLogic, Inc. 2009 Equity Incentive Plan.
 - (5) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the SomaLogic, Inc. 2017 Equity Incentive Plan.
 - (6) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act, and based upon a price of \$4.55 per share, which is the weighted-average exercise price for SomaLogic Options outstanding under the SomaLogic, Inc. 2017 Equity Incentive Plan.
 - (7) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the SomaLogic, Inc. 2021 Omnibus Incentive Plan.
 - (8) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act, and based upon a price of \$4.23 per share, which is the weighted-average exercise price for SomaLogic Options outstanding under the SomaLogic, Inc. 2021 Omnibus Incentive Plan.
 - (9) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the Non-Statutory Stock Option Agreement, dated May 18, 2021.
 - (10) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act, and based upon a price of \$6.25 per share, which is the exercise price for SomaLogic Options outstanding under the Non-Statutory Stock Option Agreement, dated May 18, 2021.
 - (11) Represents shares of Common Stock reserved for issuance upon the vesting of outstanding SomaLogic RSUs granted under the SomaLogic Plans.
 - (12) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, and based upon a price of \$2.275 per share, which is the average of the high and the low price of the Registrant's Common Stock as reported on The Nasdaq Global Select Market as of a date (January 16, 2024) within five business days prior to filing this Registration Statement.
-