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

FORM S-3

**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 No.)

**SomaLogic, Inc. 2009 Equity Incentive Plan
SomaLogic, Inc. 2017 Equity Incentive Plan
SomaLogic, Inc. 2021 Omnibus Incentive Plan
Non-Statutory Stock Option Agreement, dated June 6, 2014
Non-Statutory Stock Option Agreement, dated November 19, 2018
Non-Statutory Stock Option Agreement, dated September 1, 2020
Non-Statutory Stock Option Agreement, dated August 6, 2021
Non-Statutory Stock Option Agreement, dated August 20, 2021**
(Full title of the plans)

**2 Tower Place, Suite 2000
South San Francisco, CA
(650) 266-6000**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Michael Egholm, Ph.D.
President and Chief Executive Officer
2 Tower Place, Suite 2000
South San Francisco, CA 94080
(650) 266-6000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 Securities Act.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

The information in this preliminary prospectus is not complete and may be changed. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JANUARY 19, 2024

PRELIMINARY PROSPECTUS



Standard BioTools Inc.

**10,837,152 SHARES OF COMMON STOCK
ISSUABLE UPON EXERCISE OF AWARDS**

under the

SOMALOGIC, INC. 2009 EQUITY INCENTIVE PLAN

SOMALOGIC, INC. 2017 EQUITY INCENTIVE PLAN

SOMALOGIC, INC. 2021 OMNIBUS INCENTIVE PLAN

NON-STATUTORY STOCK OPTION AGREEMENT, DATED JUNE 6, 2014

NON-STATUTORY STOCK OPTION AGREEMENT, DATED NOVEMBER 19, 2018

NON-STATUTORY STOCK OPTION AGREEMENT, DATED SEPTEMBER 1, 2020

NON-STATUTORY STOCK OPTION AGREEMENT, DATED AUGUST 6, 2021

NON-STATUTORY STOCK OPTION AGREEMENT, DATED AUGUST 20, 2021

This prospectus is related to the 10,837,152 shares of common stock, \$0.001 par value per share (the “Standard BioTools Common Stock” or “Common Stock”), of Standard BioTools Inc., a Delaware corporation (“Standard BioTools” or the “Company”), that may be issued upon the exercise of stock options granted under certain equity plans of SomaLogic, Inc., a Delaware corporation (“SomaLogic”), to former directors, employees and consultants of SomaLogic, as more fully described herein.

The exercise price of the shares of Standard BioTools Common Stock issuable upon the exercise of any stock option was determined at the time of grant of each stock option. A description of the relevant equity plans begins on page 5 of this prospectus.

The shares of Standard BioTools Common Stock are listed on The Nasdaq Global Select Market under the symbol “LAB.” On January 18, 2024, the last reported sale price of the Standard BioTools Common Stock on The Nasdaq Global Select Market was \$2.29 per share.

Investing in these securities involves risks. You should read carefully this prospectus, the documents incorporated by reference in this prospectus and any prospectus supplement before you invest. Please carefully read the information under the headings “Risk Factors” beginning on page 3 of this prospectus and “Item 1A – Risk Factors” of our most recent report on Form 10-K, as revised or supplemented by our subsequent Quarterly Reports on Form 10-Q, that are incorporated by reference in this prospectus before you invest in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2024.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission (the “SEC”).

On January 5, 2024 (the “Effective Time”), pursuant to the Agreement and Plan of Merger, dated October 4, 2023 (the “Merger Agreement”), by and among the Company, SomaLogic, and Martis Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Company (“Merger Sub”), Merger Sub merged with and into SomaLogic, with SomaLogic becoming a wholly owned subsidiary of the Company (the “Merger”). References in this prospectus to “we,” “us,” “our” or “Standard BioTools” are references to the Company and its consolidated subsidiaries, including SomaLogic, unless the context otherwise requires.

Pursuant to the Merger Agreement, at the Effective Time of the Merger, Standard BioTools assumed the SomaLogic 2009 Equity Incentive Plan (the “2009 Plan”), the SomaLogic 2017 Equity Incentive Plan (the “2017 Plan”) and the SomaLogic 2021 Omnibus Incentive Plan (the “2021 Plan,” and each, a “SomaLogic Plan,” and collectively, the “SomaLogic Plans”) and each stock option under the SomaLogic Plans or granted outside of the SomaLogic Plans, whether or not issued under a SomaLogic Plan, to the extent then outstanding and unexercised (each, a “SomaLogic Stock Option”). Standard BioTools does not plan to issue new awards under any of the SomaLogic Plans. Each SomaLogic Stock Option assumed by the Company was converted into a stock option to acquire shares of Standard BioTools Common Stock. As of the Effective Time, the number of shares of Standard BioTools Common Stock underlying each such assumed SomaLogic Stock Option was equal to the product of (i) the number of shares of SomaLogic common stock underlying the applicable SomaLogic Stock Option immediately prior to the Effective Time multiplied by (ii) 1.11 (the “Exchange Ratio”), with the resulting number of shares of Standard BioTools Common Stock rounded down to next the nearest whole share, and the exercise price per share of each such assumed SomaLogic Stock Option equal to (a) the per share exercise price applicable to such SomaLogic Stock Option immediately prior to the Effective Time divided by (b) the Exchange Ratio, with the resulting exercise price per share rounded up to the next nearest whole cent. Except as noted above, each assumed and converted SomaLogic Stock Option will continue to be governed by substantially the same terms and conditions as were applicable to such SomaLogic Stock Option immediately prior to the Effective Time.

A number of SomaLogic Stock Options issued prior to the Merger to individuals who were eligible participants of the SomaLogic Plans at the time of grant but who were no longer employed by, or no longer provided service to, SomaLogic at the Effective Time remained outstanding as of the Effective Time and were so assumed and converted by the Company (the “Former Service Provider Awards”). Along with other outstanding awards, the Former Service Provider Awards continue to be governed by the terms of the applicable SomaLogic Plan and the specific terms and conditions under which such awards were granted, except for modifications to the number of shares and exercise price for the assumed awards as a result of application of the Exchange Ratio conversion formula discussed above. This registration statement registers the Standard BioTools Common Stock to be issued upon the exercise of stock options covered by the Former Service Provider Awards so assumed by the Company.

This prospectus provides you with a general description of the relevant information with respect to Former Service Provider Awards issued under the SomaLogic Plans. Statements contained herein concerning the provisions of certain documents are necessarily summaries of such documents, and each statement is qualified in its entirety by reference to the copy of the applicable document filed with the SEC.

You should read this prospectus, any prospectus supplement to this prospectus, any documents that we incorporated by reference in this prospectus and any prospectus supplement and the additional information described below under “Where You Can Find More Information” and “Incorporation of Certain Documents by Reference” before making an investment decision. You should rely only on the information contained or incorporated by reference in this prospectus and any prospectus supplement. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

You should not assume that the information in this prospectus, any accompanying prospectus supplement or any documents we incorporate by reference in this prospectus and any prospectus supplement is accurate as of any date other than the date on the front of those documents. Our business, financial condition, results of operations and prospects may have changed since that date.

PROSPECTUS SUMMARY

Company Overview

Standard BioTools is driven by a bold purpose — unleashing tools to accelerate breakthroughs in human health. Standard BioTools has an established portfolio of essential, standardized next-generation high resolution technologies that assist biomedical researchers to develop medicines faster and better. Standard BioTools' tools are designed to provide reliable and repeatable insights in health and disease using its proprietary mass cytometry and microfluidics technologies, which are useful in proteomics and genomics that help transform scientific discoveries into better patient outcomes. Standard BioTools works with leading academic, government, pharmaceutical, biotechnology, plant and animal research, and clinical laboratories worldwide, focusing on the most pressing needs in translational and clinical research, including oncology, immunology, and immunotherapy.

Background on the Merger

On October 4, 2023, Standard BioTools entered into the Merger Agreement with SomaLogic and Merger Sub, pursuant to which, at the Effective Time, among other matters, Merger Sub merged with and into SomaLogic, with SomaLogic surviving as a wholly owned subsidiary of Standard BioTools. Upon the terms and subject to the conditions set forth in the Merger Agreement, at the Effective Time, each share of common stock, par value \$0.0001 per share (“SomaLogic Stock”), converted into the right to receive 1.11 shares of Standard BioTools Common Stock, pursuant to the Exchange Ratio. At the Effective Time, SomaLogic's common stockholders owned approximately 57%, and Standard BioTools' common stockholders owned approximately 43%, of the outstanding shares of common stock of the combined company on a fully diluted basis.

In addition, as of the Effective Time, Standard BioTools assumed the SomaLogic Plans and outstanding SomaLogic Stock Options and restricted stock units convertible into shares of SomaLogic Stock (“SomaLogic RSUs” and together with the SomaLogic Stock Options, the “Equity Awards”), whether vested or unvested. Each such Equity Award so assumed by the Company continued to have, and be subject to, the same terms and conditions applicable to such Equity Award immediately prior to the Effective Time, except that (A) such SomaLogic Stock Option is now exercisable for that number of shares of Standard BioTools Common Stock equal to the number of shares of SomaLogic Stock subject to such SomaLogic Stock Option immediately prior to the Effective Time multiplied by the Exchange Ratio and rounded down to the next nearest share of Standard BioTools Common Stock, (B) the exercise price per share is now the exercise price per share in effect for that SomaLogic Stock 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 vested for that number of shares of Standard BioTools Common Stock equal to the number of shares of SomaLogic 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. In addition, as of the Effective Time, each SomaLogic warrant, each exercisable for one share of SomaLogic Stock, was treated in accordance with its terms and each warrant will convert into the right to receive, upon exercise of such Warrant, the number of shares of Standard BioTools Common Stock equal to multiplying the number of shares of common stock of SomaLogic subject to such warrant by the Exchange Ratio.

Corporate History and Information

We were incorporated in California in May 1999 as “Mycometrix Corporation”, changed our name to “Fluidigm Corporation” in April 2001, reincorporated in Delaware in July 2007, and subsequently changed our name to “Standard BioTools Inc.” in April 2022.

Our principal executive offices are located at 2 Tower Place, South San Francisco, California 94080. Our telephone number is (650) 266-6000.

We make available on our website, free of charge, our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Our SEC reports can be accessed through the investor relations page of our website. The SEC also maintains an Internet site at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC.

Stock Exchange Listing

The Standard BioTools Common Stock is listed on the Nasdaq Global Select Market under the symbol “LAB.”

RISK FACTORS

An investment in our securities involves a high degree of risk. Before you invest in our securities you should carefully consider those risk factors described under, but not limited to, the heading “Risk Factors” in our most recent Annual Report on Form 10-K, any subsequently filed Quarterly Reports on Form 10-Q and any subsequently filed Current Reports on Form 8-K (other than, in each case, information furnished rather than filed), which are incorporated by reference herein, and those risk factors that may be included in any applicable prospectus supplement, together with all of the other information included in this prospectus, any prospectus supplement and the documents we incorporate by reference. The risks and uncertainties we have described are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also affect our operations. If any of these risks were actually to occur, our business, financial condition or results of operations could be materially adversely affected. In that case, the value of our securities could decline, and you could lose part or all of your investment.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the information incorporated by reference in this prospectus contain certain statements that constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The words “believe,” “may,” “will,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “could,” “would,” “project,” “plan,” “potentially,” “likely,” and similar expressions and variations thereof are intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. Forward-looking statements include, but are not necessarily limited to, those relating to: the anticipated benefits of the Merger, the future financial performance of the combined company, information concerning our possible or assumed future cash flow, revenue, sources of revenue and results of operations, cost of product revenue and product margin, operating and other income and expenses, unit sales and the selling prices of our products, business strategies, financing plans, expansion of our business, competitive position, industry environment, potential growth opportunities, market growth expectations, and the effects of competition and public health crises on our business, the global supply chain, and our customers, suppliers, and other business partners. Those statements appear in this prospectus, any accompanying prospectus supplement and the documents incorporated herein and therein by reference, particularly in the sections captioned “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and include statements regarding the intent, belief or current expectations of our management that are subject to known and unknown risks, uncertainties and assumptions. You are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those projected in the forward-looking statements as a result of various factors.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Except as required by applicable law, including the securities laws of the United States and the rules and regulations of the SEC, we do not plan to publicly update or revise any forward-looking statements contained herein after we distribute this prospectus, whether as a result of any new information, future events or otherwise.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and although we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted a thorough inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

This prospectus and the documents incorporated by reference in this prospectus may contain market data that we obtain from industry sources. These sources do not guarantee the accuracy or completeness of the information. Although we believe that our industry sources are reliable, we do not independently verify the information. The market data may include projections that are based on a number of other projections. While we believe these assumptions to be reasonable and sound as of the date of this prospectus, actual results may differ from the projections.

DESCRIPTION OF THE PLANS

SomaLogic, Inc. 2009 Equity Incentive Plan
SomaLogic, Inc. 2017 Equity Incentive Plan
SomaLogic, Inc. 2021 Omnibus Incentive Plan
Non-Statutory Stock Option Agreement, dated June 6, 2014
Non-Statutory Stock Option Agreement, dated November 19, 2018
Non-Statutory Stock Option Agreement, dated September 1, 2020
Non-Statutory Stock Option Agreement, dated August 6, 2021
Non-Statutory Stock Option Agreement, dated August 20, 2021

General Plan Information

The Company assumed and adopted each of the SomaLogic Plans, the Non-Statutory Stock Option Agreement, dated June 6, 2014 (the “2009 Plan Stand-Alone Award”), and each of the Non-Statutory Stock Option Agreement, dated November 19, 2018, the Non-Statutory Stock Option Agreement, dated September 1, 2020, the Non-Statutory Stock Option Agreement, dated August 6, 2021 and the Non-Statutory Stock Option Agreement, dated August 20, 2021 (the “Non-Plan Awards” and together with the SomaLogic Plans, the “Plans”). Each of the SomaLogic Stock Options issued under the Plans and assumed by the Company was converted into a stock option to acquire shares of Standard BioTools Common Stock. Standard BioTools does not plan to issue new awards under any of the Plans. Accordingly, only certain provisions of the Plans continue to be relevant to the remaining Former Service Provider Awards, as described below.

Administration

The Plans are administered by the Compensation Committee (the “Compensation Committee”) of the Company’s Board of Directors (the “Board”).

General Rules of Awards

Awards under the Plans are evidenced by an agreement. Any Awards as to which the applicable vesting or payment conditions have not been satisfied will be forfeited.

Transferability

Awards granted pursuant to the Plans are generally nontransferable except by will or the laws of descent and distribution. The 2017 Plan and 2021 Plan also explicitly provide that no person has or may create a lien on any Awards under the Plan. Awards are exercisable (i) during the participant’s lifetime only by the participant or (ii) in the event of the participant’s death by the legal representative of the participant’s estate.

Option Exercises and Term

The number of shares and exercise price for the Former Service Provider Awards has been modified from that stated in the individual award agreements by the application of the Exchange Ratio conversion formula discussed above.

Except as provided below under the heading “Recapitalizations and Reorganizations,” with respect to options granted under the 2009 Plan, 2009 Plan Stand-Alone Award or 2017 Plan, the exercise price per share of an option may not be reduced after the date of grant and an option cannot be cancelled or surrendered in exchange for an option with a lower exercise price per share or in exchange for cash or other consideration. Notwithstanding the foregoing, the 2021 Plan expressly provides that the exercise price per share of an option may be reduced after the date of grant and/or an option to be cancelled or surrendered in exchange for an option with a lower exercise price per share or in exchange for cash or other consideration, in either case, subject to the terms and conditions and within the limitations of the 2021 Plan.

The 2021 Plan provides that the Compensation Committee may permit an option exercise price to be paid (i) in cash or by check, bank draft or money order payable to the order of the Company; (ii) solely to the extent permitted by applicable law, if the Common Stock is traded on a national securities exchange, and the Compensation Committee authorizes, through a procedure whereby the participant delivers irrevocable instructions to a broker reasonably acceptable to the Compensation Committee to deliver promptly to the Company an amount equal to the purchase price; or (iii) on such other terms and conditions as may be acceptable to the Compensation Committee (including, without limitation, having the Company withhold shares of Common Stock issuable upon exercise of the option, or by payment in full or in part in the form of Common Stock owned by the participant, based on the fair market value of the Common Stock on the payment date as determined by the Compensation Committee).

The 2017 Plan provides that the Compensation Committee may permit an option exercise price to be paid (i) in cash or by check, bank draft or money order payable to the Company; (ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the Common Stock subject to the option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds; (iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock; or (iv) if an option is a nonstatutory stock option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a fair market value that does not exceed the aggregate exercise price; provided, however, that the Company will accept a cash or other payment from the participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued.

The 2009 Plan and 2009 Plan Stand-Alone Award provide that the Compensation Committee may permit an option exercise price to be paid (i) in cash or (ii) in such other manner as the Compensation Committee may permit, including by (A) withholding shares of Common Stock otherwise issuable to the participant upon exercise of the option, (B) delivery to the Company of shares of Common Stock (by actual delivery or attestation) already owned by the participant, (C) delivery of a promissory note made payable by the participant to the Company containing such terms and conditions as may be specified by the Compensation Committee, or a combination thereof, unless otherwise provided in the Award agreement. Any promissory note the Compensation Committee may agree to accept as payment of the exercise price of an option will be secured by the shares of Common Stock subject to the option and such other collateral as the Compensation Committee may deem acceptable.

The Non-Plan Awards provide that the option exercise price be paid (i) in cash or by check, bank draft or money order payable to the Company; (ii) by delivery to the Company of shares of Common Stock (by actual delivery or attestation) already owned by the participant; or (iii) by withholding shares of Common Stock otherwise issuable to the participant upon exercise of the option, subject to discretion by the Compensation Committee.

The term of an option may not exceed ten years from the date of grant.

Treatment of Awards upon Termination of Employment

The terms of particular Awards may provide that they terminate, among other reasons, upon the holder’s termination of employment or other status with respect to the Company (with or without cause), upon a specified date, upon the holder’s death or disability, or upon the occurrence of a change in control of the Company. Awards may also include exercise, conversion or settlement rights for a holder’s estate or personal representative in the event of the holder’s death or disability. Nothing in the Plan or in any Award confers upon any participant the right to continue as an employee, officer, director or consultant of the Company or any of its affiliates or affects the right of the Company or any of its affiliates to terminate the participant’s employment or services at any time.

Recapitalizations and Reorganizations

The Plans provide that in the event of a nonreciprocal transaction between the Company and the holders of Common Stock that changes the value per share of Common Stock, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through a large, non-recurring dividend, the number of shares subject the Plans, the number of shares subject to each outstanding Award, and the exercise or threshold price of the shares underlying outstanding Awards will be proportionately adjusted. The Compensation Committee may choose one or more permitted approaches with respect to outstanding Awards in the event of a “change in control”. The grant of any Award pursuant to the Plan does not affect in any way the Company’s right or power to make adjustments, reclassifications, reorganizations or changes to its capital or business structure, or to merge, consolidate, issue debt or equity securities having preferences or priorities over Common Stock, dissolve, liquidate, sell or transfer all or any part of its business or assets, or to undertake any other corporate act or proceeding.

Under the 2021 Plan, in the event of a “change in control”, the Compensation Committee may elect to treat Awards in accordance with one or more of the following methods:

- Awards, whether or not then vested, may be continued, assumed, or have new rights substituted therefor, as determined by the Committee in a manner consistent with the requirements of applicable law, and any restrictions to which such Awards were subject will not lapse.
- Awards may be cancelled in exchange for payment by the Company or an affiliate of an amount of cash equal to the excess (if any) of the highest price per share of Common Stock paid in relation to the “change in control” multiplied by the number of shares of Common Stock covered by such Awards, over the aggregate exercise price of such Awards. For clarity, if there is no excess, Awards may be cancelled without any payment therefor.
- All outstanding and unexercised Awards that provide for a participant elected exercise may be terminated effective as of the date of the “change in control”, by delivering notice of such termination to each participant at least twenty (20) days prior to the date of consummation of the “change in control”, and allowing each such participant to exercise in full all of such participant’s Awards that are then outstanding, contingent on the occurrence of the “change in control”.
- The Compensation Committee may elect to accelerate vesting or cause a lapse of restrictions with respect to any Award.

Unless otherwise provided in an Award agreement, a “change in control” is generally deemed to occur under the 2021 Plan if:

- any “person” (as limited in the 2021 Plan) becomes the beneficial owner of securities of the Company representing 50% or more of the combined voting power of the Company’s then outstanding securities;
- during any two consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than certain directors identified in the 2021 Plan) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the applicable directors, cease to constitute at least a majority of the Board;
- a merger or consolidation of the Company with any other corporation is consummated; provided, however that neither a merger or consolidation (i) which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation nor (ii) effected to implement a recapitalization of the Company (or similar transaction) in which no person (as limited in the 2021 Plan) acquires more than 50% of the combined voting power of the Company’s then outstanding securities shall constitute a change in control; or
- a complete liquidation or dissolution of the Company or the consummation of a sale or disposition by the Company of all or substantially all of the Company’s assets; provided, however that the sale or disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, 50% or more of the combined voting power of the outstanding voting securities of the Company at the time of the sale shall not constitute a change in control.

Under the 2017 Plan, in the event of a “change in control”, the Compensation Committee may elect to treat Awards in accordance with one or more of the following methods:

- Awards may be assumed by the surviving or acquiring entity or substituted with a similar award.

- With respect to any reacquisition or repurchase rights held by the Company with respect to Common Stock issued pursuant to the Award, the Compensation Committee may either arrange for the assignment thereof to the surviving or acquiring entity or the lapse, in whole or in part, thereof.
- Vesting, in whole or in part, and exercisability may be accelerated to a date prior to the effective time of the “change in control”, with such Award terminating if not exercised (if applicable) at or prior to the effective time of the “change in control”.
- Awards may be cancelled, to the extent not vested or not exercised prior to the effective time of the “change in control”, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate.
- Payment may be made, in such form as may be determined by the Board equal to the excess, if any, of (i) the value of the property the participant would have received upon the exercise of the Award immediately prior to the effective time of the “change in control”, over (ii) any exercise price payable by the participant in connection with such exercise.

Unless otherwise provided in an Award agreement, a “change in control” is generally deemed to occur under the 2017 Plan if in a single transaction or in a series of related transactions, of any one or more of the following events occurs, with certain exceptions set forth in the 2017 Plan:

- any “exchange act person” (as defined in the 2017 Plan) becomes the “owner” (as defined in the 2017 Plan), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities other than by virtue of a merger, consolidation or similar transaction;
- there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such transaction;
- there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or
- individuals who, on the date the 2017 Plan is adopted by the Board, are members of the Board cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Board on the date the 2017 Plan is adopted by the Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Board on the date the 2017 Plan is adopted by the Board.

Under the 2009 Plan and the 2009 Plan Stand-Alone Award, in the event of a “change in control”, the Compensation Committee may elect to treat Awards in accordance with one or more of the following methods:

- Awards may be continued, assumed or replaced in whole or in part; provided, however, that if Awards are continued, assumed or replaced and the participant’s service is involuntarily terminated without “cause” (as defined in the 2009 Plan), outstanding Awards shall vest in full, and if applicable, become immediately exercisable and remain exercisable for one year following such termination.

- Awards may become vested and exercisable for such period of time prior to the effective time of the “change in control” as is deemed fair and equitable by the Compensation Committee, and shall terminate at the effective time of the “change in control pursuant to notice of the same and subject to consummation of the “change in control”.
- Awards may be required to be surrendered at or immediately prior to the effective time of the “change in control” in exchange for payment of an amount equal to the difference, if any, between (i) the fair market value (as determined in good faith by the Compensation Committee) of the consideration that would otherwise be received in the “change in control” for the number of shares of Common Stock subject to the Award, and (ii) the aggregate exercise price (if any) for the Common Stock subject to such Award.

Unless otherwise provided in an Award agreement, a “change in control” is deemed to occur under the 2009 Plan and the 2009 Plan Stand-Alone Award if:

- any “person” (as limited in the 2009 Plan) becomes the beneficial owner of equity securities of the Company representing more than 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 (i) 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 for the purpose of acquiring, holding, or disposing of securities of the Company consisting solely of beneficial owners of the Company’s voting securities as of the effective date of the 2009 Plan, 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 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 50% of the Company’s voting securities by one of the means described in this clause (i); and (ii) a change in control will occur if a person becomes the beneficial owner of more than 50% of the Company’s voting securities as the result of a (1) sale or other disposition of all or substantially all of the assets of the Company or (2) merger, consolidation, share exchange, or similar transaction involving the Company, regardless of whether the Company is the surviving corporation (either, a “Corporate Transaction”) only if the Corporate Transaction is itself a change in control;
- individuals who (i) are, as of the effective date of the 2009 Plan, directors of the Company, (ii) who are elected as directors of the Company subsequent to the effective date of the 2009 Plan pursuant to a nomination or board representation right of preferred stockholders of the Company, or (iii) become directors of the Company after the effective date of the 2009 Plan and whose initial election, or nomination for election by the Company’s stockholders, was approved by at least a majority of the applicable directors cease for any reason to constitute a majority of the members of the Board; or
- 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 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 company) resulting from such Corporate Transaction in substantially the same proportions as their ownership of Company voting securities immediately prior to such Corporate Transaction.

Under the Non-Plan Awards, in the event of a “change in control” that is also a “Corporate Transaction,” the Compensation Committee may elect to treat Awards in accordance with one or more of the following methods:

- Awards may be continued, assumed or replaced in whole or in part;
- If and to the extent that the Award is not continued, assumed or replaced in connection with a Corporate Transaction, then the Award 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 Compensation Committee, and shall terminate at the effective time of the Corporate Transaction subject to consummation of Corporate Transaction.

- Awards may be required to be surrendered at or immediately prior to the effective time of the Corporate Transaction in exchange for payment of an amount equal to the difference, if any, between (i) the fair market value (as determined in good faith by the Compensation Committee) of the consideration that would otherwise be received in the Corporate Transaction for the number of shares of Common Stock subject to the Award, and (ii) the aggregate exercise price (if any) for the Common Stock subject to such Award.

Unless otherwise provided in an Award agreement, a “change in control” is deemed to occur under the Non-Plan Awards if:

- any “person” (as limited in the Award) becomes the beneficial owner of equity securities of the Company representing more than 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 (i) 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 for the purpose of acquiring, holding, or disposing of securities of the Company consisting solely of beneficial owners of the Company’s voting securities as of the effective date of the Award, 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 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 50% of the Company’s voting securities by one of the means described in this clause (i); and (ii) a change in control will occur if a person becomes the beneficial owner of more than 50% of the Company’s voting securities as the result of a (1) sale or other disposition of all or substantially all of the assets of the Company or (2) merger, consolidation, share exchange, or similar transaction involving the Company, regardless of whether the Company is the surviving corporation (either, a “Corporate Transaction”) only if the Corporate Transaction is itself a change in control;
- individuals who (i) are, as of the effective date of the Award, directors of the Company, (ii) who are elected as directors of the Company subsequent to the effective date of the Award pursuant to a nomination or board representation right of preferred stockholders of the Company, or (iii) become directors of the Company after the effective date of the Award and whose initial election, or nomination for election by the Company’s stockholders, was approved by at least a majority of the applicable directors cease for any reason to constitute a majority of the members of the Board; or
- 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 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 company) resulting from such Corporate Transaction in substantially the same proportions as their ownership of Company voting securities immediately prior to such Corporate Transaction.

Additional Information

Requests for additional information regarding the Plans and its administration should be directed to Standard BioTools, Inc., 2 Tower Place, Suite 2000, South San Francisco, CA 94080, telephone (650) 266-6000.

U.S. FEDERAL INCOME TAX INFORMATION

The following discussion outlines generally the federal income tax consequences of participation in the Plans and should not be construed as legal, tax, or investment advice. The federal income tax law and regulations are frequently amended, and individual circumstances may vary these results. Although the Company may endeavor to structure an Award under the Plans to receive favorable U.S. or foreign tax treatment or to avoid adverse tax treatment (e.g., under Code Section 409A), the Company makes no representation or covenant to that effect, makes no representation or covenant that such tax treatment will apply and expressly disavows any covenant to maintain favorable tax treatment or avoid unfavorable tax treatment. All participants should consult their own tax counsel for advice regarding the specific tax consequences applicable to them, including federal, state and local tax laws.

Non-Qualified Stock Options

A participant will not recognize income upon the grant of a non-qualified stock option. At the time the participant exercises a non-qualified stock option or portion thereof, the participant will recognize compensation taxable as ordinary income in an amount equal to the excess of the fair market value of the Common Stock on the date the non-qualified stock option is exercised over the price paid for the Common Stock, and the Company will then be entitled to a corresponding deduction.

Depending upon the period the shares of Common Stock are held by a participant after exercise, the sale or other taxable disposition of shares acquired through the exercise of a non-qualified stock option generally will result in a short-term or long-term capital gain or loss equal to the difference between the amount realized on the disposition and the fair market value of the shares when the non-qualified stock option was exercised.

Code Section 409A Considerations

The income tax treatment described above in this “Federal Income Tax Consequences” section is correct if the agreements governing the applicable Award, and the manner in which the Award is operated, are compliant with or exempt from Code Section 409A. While the Company intends all Awards under the Plans to comply with or be exempt from Code Section 409A, it can not guarantee that. If the Award is not exempt from Code Section 409A and Code Section 409A is not complied with, the participant will face tax consequences different from those described above. In that case, the participant will recognize compensation taxable as ordinary income as soon as the compensation is no longer subject to a “substantial risk of forfeiture” within the meaning of Code Section 409A, and the tax will be increased by 20% plus an interest component.

Code Section 162(m) Considerations

Code Section 162(m) provides that no deduction will be allowed for applicable employee remuneration with respect to a “covered employee” (i.e., the chief executive officer, the chief financial officer or an executive officer who is one of the three highest paid officers of the Company other than the chief executive officer and the chief financial officer) to the extent such remuneration exceeds \$1,000,000. Code Section 162(m) provides an exception from the deduction limit for compensation payable solely on account of the attainment of one or more performance goals, subject to certain requirements, for remuneration pursuant to a binding written contract that was in effect on November 2, 2017 or as to which transition relief from the changes made to Code Section 162(m) by the Tax Cuts and Jobs Act of 2017 is otherwise available.

Code Section 280G and Code Section 4999 Considerations

Under Code Sections 280G and 4999, the Company may not deduct any “excess parachute payments” to certain individuals (including certain corporate officers), and such individuals must pay a 20% excise tax on any “excess parachute payment.” An individual’s “parachute payments” which exceed his or her average annual compensation for the five years preceding the year in which a change in control occurs will generally be treated as “excess parachute payments” if the present value of such payments equals or exceeds three times the individual’s average annual compensation for the five years preceding the year in which a change in control occurs. A payment generally may be considered a “parachute payment” if it is contingent on a change in control of the Company and may include payments attributable to acceleration of Awards upon a change in control.

Tax Withholding

To the extent necessary or required by law, all payments made pursuant to the Plans will be subject to income and other tax withholding. The Company has the right to require the participant to remit the required tax withholding as a condition to payment of an Award. Tax withholding will be handled in the manner specified in the applicable Award agreement, which may, if so provided, include paying the tax withholding by reducing the number of shares of Common Stock the participant will receive by a number of shares with a fair market value equal to the required tax withholding.

ERISA

The Plan is not subject to the Employee Retirement Income Security Act of 1974, nor is it qualified under Code Section 401(a).

USE OF PROCEEDS

We will receive the exercise price of certain stock-based awards under the SomaLogic Plans if and when such SomaLogic Stock Options are exercised for cash. We will not receive any proceeds if the SomaLogic Stock Options are exercised on a cashless basis. We currently have no specific plans for the use of the net proceeds received upon exercise of such SomaLogic Stock Options. We anticipate that we will use the net proceeds received by us for general corporate purposes.

PLAN OF DISTRIBUTION

We are registering 10,837,152 shares of Standard BioTools Common Stock issuable upon the exercise of the SomaLogic Stock Options held by former directors, employees and consultants of SomaLogic who are not, and have not been, employees of the Company. The shares of Standard BioTools Common Stock offered by this prospectus are listed on The Nasdaq Global Select Market. We do not plan to issue new awards under the SomaLogic Plans. The terms of the SomaLogic Plans and Merger Agreement permit us to issue shares of our Standard BioTools Common Stock (or, in certain cases, the cash equivalent thereof) in connection with the exercise of the SomaLogic Options.

LEGAL MATTERS

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Boston, Massachusetts, will pass upon the validity of the Standard BioTools Common Stock offered by this prospectus on behalf of Standard BioTools Inc.

EXPERTS

The financial statements of Standard BioTools Inc. and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to [Standard BioTools' Annual Report on Form 10-K for the year ended December 31, 2022](#) have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of SomaLogic appearing in [SomaLogic's Annual Report \(Form 10-K\) for the year ended December 31, 2022](#), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at www.sec.gov. Copies of certain information filed by us with the SEC are also available on our website at <http://www.standardbio.com>. Information accessible on or through our website is not a part of this prospectus.

This prospectus and any prospectus supplement is part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. You should review the information and exhibits in the registration statement for further information on us and our consolidated subsidiaries and the securities that we are offering. Forms of any documents establishing the terms of the offered securities are filed as exhibits to the registration statement of which this prospectus forms a part or under cover of a Current Report on Form 8-K and incorporated in this prospectus by reference. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the document to which it refers. You should read the actual documents for a more complete description of the relevant matters.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to “incorporate by reference” into this prospectus information that we file with the SEC. This permits us to disclose important information to you by referring to these filed documents. Any information referenced this way is considered to be a part of this prospectus and any such information filed by us with the SEC subsequent to the date of this prospectus will automatically be deemed to update and supersede this prospectus. We incorporate by reference into this prospectus and any accompanying prospectus supplement the following documents that we have already filed with the SEC except that any information which is furnished under Item 2.02 or Item 7.01 of any Current Report on Form 8-K (including financial statements or exhibits relating thereto furnished pursuant to Item 9.01) and not filed shall not be deemed incorporated by referenced herein:

- our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2022, filed with the SEC on March 14, 2023;
- our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2023, June 30, 2023 and September 30, 2023, filed with the SEC on [May 9, 2023](#), [August 8, 2023](#) and [November 7, 2023](#), respectively;
- our Definitive Proxy Statement on [Schedule 14A](#), filed with the SEC on April 28, 2023 (excluding those portions that are not incorporated by reference into our [Annual Report on Form 10-K for the fiscal year ended December 31, 2022](#));
- our Current Reports on Form 8-K, filed with the SEC 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
- the description of the Standard BioTools Common Stock contained in the Registration Statement on [Form 8-A](#) relating thereto, filed with the SEC on February 7, 2011, including any amendment or report filed for the purpose of updating such description.

The SEC file number for each of the documents listed above is 001-34180.

In addition, all reports and other documents filed by us pursuant to Section 13(d), 13(c), 14 or 15(d) of the Exchange Act after the date of the registration statement of which this prospectus is a part and prior to the effectiveness of the registration statement shall be deemed to be incorporated by reference into this prospectus.

Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or any other subsequently filed document that is deemed to be incorporated by reference into this prospectus modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may request, orally or in writing, a copy of any or all of the documents incorporated herein by reference. These documents will be provided to you at no cost, by contacting:

Standard BioTools Inc.
2 Tower Place, Ste 2000
South San Francisco, California 94080
Attn: Investor Relations
(650) 266-6000

You may also access these documents on our website, <http://www.standardbio.com>. The information contained on, or that can be accessed through, our website is not a part of this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

You should rely only on information contained in, or incorporated by reference into, this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus or incorporated by reference in this prospectus. We are not making offers to sell the securities in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.



Standard BioTools Inc.

**10,837,152 SHARES OF COMMON STOCK
ISSUABLE UPON EXERCISE OF AWARDS**

under the

SOMALOGIC, INC. 2009 EQUITY INCENTIVE PLAN

SOMALOGIC, INC. 2017 EQUITY INCENTIVE PLAN

SOMALOGIC, INC. 2021 OMNIBUS INCENTIVE PLAN

NON-STATUTORY STOCK OPTION AGREEMENT, DATED JUNE 6, 2014

NON-STATUTORY STOCK OPTION AGREEMENT, DATED NOVEMBER 19, 2018

NON-STATUTORY STOCK OPTION AGREEMENT, DATED SEPTEMBER 1, 2020

NON-STATUTORY STOCK OPTION AGREEMENT, DATED AUGUST 6, 2021

NON-STATUTORY STOCK OPTION AGREEMENT, DATED AUGUST 20, 2021

PROSPECTUS

, 2024

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following table sets forth estimated expenses in connection with the issuance and distribution of the securities being registered:

	Amount to be Paid
SEC registration fee	\$ 8,979.29
Printing and engraving expenses	*
Accounting fees and expenses	*
Legal fees and expenses	*
Total	<u>\$ *</u>

* These fees are calculated based on the securities offered and the number of issuances and accordingly cannot be estimated at this time.

Item 15. 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 Standard BioTools Charter provides that the registrant may indemnify its directors, officers, employees or agents to the fullest extent permitted by applicable law and the Standard BioTools ByLaws 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 Standard BioTools Charter provides for such limitation of liability with respect to directors of the corporation.

Standard BioTools has entered into indemnification agreements with its 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, the Standard BioTools Charter, the Standard BioTools Bylaws, any agreement, any vote of stockholders or disinterested directors or otherwise.

Standard BioTools maintains standard policies of insurance that provide coverage (1) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to Standard BioTools with respect to indemnification payments that it may make to such directors and officers.

Item 16. Exhibits

The exhibits to this registration statement are listed in the Exhibit Index immediately prior the signature page hereto, which Exhibit Index is hereby incorporated by reference into this Item 16 by reference.

Item 17. 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;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the 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 Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 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), (a)(1)(ii) and (a)(1)(iii) 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 Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act, that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

- (2) That, for the purpose of determining any liability under the Securities Act, 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.
- (5) That, for the purpose of determining liability under the Securities Act to any purchaser:
 - (A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
 - (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;

- (6) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) 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 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 Securities 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 Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit No.	Description	Filed Herewith	Form	File No.	Incorporated by Reference From Exhibit Number	Date Filed
2.1†	<u>Agreement and Plan of Merger, dated as of October 4, 2023, by and among Standard BioTools Inc., SomaLogic, Inc. and Martis Merger Sub Inc.</u>		8-K	001-34180	2.1	10/4/2023
3.1	<u>Eighth Amended and Restated Certificate of Incorporation.</u>		10-K	001-34180	3.1	3/28/2011
3.2	<u>Amended and Restated Bylaws.</u>		S-8	333-264086	4.8	4/1/2022
3.3	<u>Certificate of Amendment to Eighth Amended and Restated Certificate of Incorporation, filed April 1, 2022.</u>		S-8	333-264086	4.3	4/1/2022
3.4	<u>Second Certificate of Amendment to the Eighth Amended and Restated Certificate of Incorporation filed on January 4, 2024.</u>		8-K	001-34180	3.1	1/5/2024
4.1	<u>Specimen Common Stock Certificate of the Registrant.</u>		S-8	333-264086	4.1	4/1/2022
4.2	<u>Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock.</u>		8-K	001-34180	3.1	11/22/2016
4.3	<u>Certificate of Elimination of Series A Participating Preferred Stock of the Registrant.</u>		8-K	001-34180	3.1	8/2/2017
4.4	<u>Certificate of Designations of Rights, Preferences and Privileges of Series B-1 Convertible Preferred Stock.</u>		8-K	001-34180	3.6	4/5/2022
4.5	<u>Certificate of Designations of Rights, Preferences and Privileges of Series B-2 Convertible Preferred Stock.</u>		8-K	001-34180	3.7	4/5/2022
4.6	<u>Indenture, dated November 22, 2019, by and between Fluidigm Corporation and U.S. Bank National Association.</u>		8-K	001-34180	4.1	11/22/2019
4.7	<u>Form of 5.25% Convertible Senior Note due 2024.</u>		8-K	001-34180	4.2	11/22/2019

4.8	Series B-1 Loan Agreement, dated as of January 23, 2022, by and among Fluidigm Corporation, Casdin Partners Master Fund, L.P., and Casdin Private Growth Equity Fund II, L.P.	8-K/A	001-34180	10.1	2/11/2022
4.9	Series B-2 Loan Agreement, dated as of January 23, 2022, by and among Fluidigm Corporation, Viking Global Opportunities Illiquid Investments Sub-Master LP, and Viking Global Opportunities Drawdown (Aggregator) LP.	8-K	001-34180	10.2	1/24/2022
5.1	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.				<u>X</u>
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.				<u>X</u>
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.				<u>X</u>
23.3	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (included as part of Exhibit 5.1 hereto).				<u>X</u>
24.1	Power of Attorney (included on the signature page to this registration statement).				<u>X</u>
99.1#	SomaLogic, Inc. 2009 Equity Incentive Plan	S-4/A	333-256127	10.8	8/5/2021
99.2#	SomaLogic, Inc. 2017 Equity Incentive Plan	S-4/A	333-256127	10.11	8/5/2021
99.3#	SomaLogic, Inc. 2021 Omnibus Incentive Plan	S-4/A	333-256127	10.1	8/5/2021
99.4#	Form of 2014 Non-Statutory Stock Option Agreement.				<u>X</u>
99.5#	Form of Non-Statutory Stock Option Agreement.				<u>X</u>
107	Filing Fee Table.				<u>X</u>

† The schedules and exhibits to this exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K.
Indicates management contract or compensatory plan, contract, or arrangement.

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-3 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

We, the undersigned officers and directors of Standard BioTools Inc., hereby severally constitute and appoint Michael Egholm, Ph.D. and Jeffrey Black and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him or her and in his or her name, place and stead, and in any and all capacities, to sign any and all amendments (including, without limitation, post-effective amendments) to this registration statement (or any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), 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 or 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 attorneys-in-fact and agents or any of them or their 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	President, Chief Executive Officer and Director (Principal Executive Officer)	January 19, 2024
<u>/s/ Jeffrey Black</u> Jeffrey 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 Witney, Ph.D.</u> Frank 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-3

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-3 (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 10,837,152 shares (the “Shares”) of the Company’s common stock, par value \$0.001 per share (“Common Stock”), that may be issued pursuant to the exercise of options to purchase shares of Common Stock 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”), as well as pursuant to that certain Non-Statutory Stock Option Agreement, dated June 6, 2014, Non-Statutory Stock Option Agreement, dated November 19, 2018, Non-Statutory Stock Option Agreement, dated September 1, 2020, Non-Statutory Stock Option Agreement, dated August 6, 2021 and Non-Statutory Stock Option Agreement, dated August 20, 2021 (collectively, the “Non-Statutory Stock Option Agreements”). 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, whether vested or unvested, held by former SomaLogic employees, directors and consultants under the SomaLogic Equity Plans and Non-Statutory Stock Option Agreements, was assumed and converted into options to purchase shares of the Company’s Common Stock. 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 Non-Statutory Stock Option Agreements.

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

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

January 19, 2024

Page 2

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 Non-Statutory Stock Option Agreements, as applicable, will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption “Legal Matters” in the Registration Statement and in the Prospectus forming a part thereof and any supplement 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-3 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. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

San Jose, California

January 19, 2024

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of Standard BioTools Inc. for the registration of 10,837,152 shares of its common stock issuable upon exercise of awards under the SomaLogic, Inc. 2009 and 2017 Equity Incentive Plans, the SomaLogic, Inc. 2021 Omnibus Incentive Plan, and the Non-Statutory Stock Option Agreements dated June 6, 2014, November 19, 2018, September 1, 2020, August 6, 2021 and August 20, 2021, and to the incorporation by reference 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 an Option to purchase shares of the Company's common stock to you, the Optionee named below. This Option is being granted outside of the Company's 2009 Equity Incentive Plan (the "Plan"), but this Agreement will incorporate provisions of the Plan by reference. In addition, capitalized terms that are not defined in this Agreement shall have the meaning set forth in the Plan as it currently exists or as it is amended in the future. The terms and conditions of the Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages, and in the Plan document which is attached.

Name of Optionee:	Ref. No.:
No. of Shares Covered:	Date of Grant:
Exercise Price Per Share:	Expiration Date:

By signing below, you agree to all of the terms and conditions contained in this Agreement and in the Plan document, a copy of which is attached. 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 common stock pursuant to this Option.

OPTIONEE:

SOMALOGIC, INC.:

SomaLogic, Inc.
Non-Statutory Stock Option Agreement

Option Terms and Conditions

1. **Non-Qualified Stock Option.** This Option is not intended to be an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code and will be interpreted accordingly.
2. **Vesting and Exercise Schedule.** This Option is fully vested and exercisable as of its date of grant.
3. **Expiration.** This 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) One year following your death; or
 - (c) The date (if any) fixed for termination or surrender of Options pursuant to Sections 12(b)(2), (b)(3), (c) or (d) of the Plan.
4. **Exercise of Option.** This 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. 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 must also submit appropriate proof of his/her right to exercise the Option.
5. **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.

6. **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 Section 7 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.
7. **Compliance with Laws.** This 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 this 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.
8. **Transfer of Option.** During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option except in the case of a transfer described below. You may not assign or transfer this 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 submitted in accordance with Section 6(d) of the Plan, (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 the Plan and this Agreement.
9. **No Stockholder Rights Before Exercise.** Neither you nor any permitted transferee of this Option will have any of the rights of a stockholder of the Company with respect to any Shares subject to this 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), except as otherwise described in the Plan.

10. **Governing Plan Document.** This Agreement and Option are subject to all the provisions of the Plan to the same extent as if the Option had been granted under the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.
11. **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).
12. **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.
13. **Other Agreements.** You agree that in connection with the exercise of this 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.
14. **Restrictive Legends.** The Company may place a legend or legends on any certificate representing Shares issued upon the exercise of this Option summarizing transfer and other restrictions to which the Shares may be subject under applicable securities laws, other provisions of this Agreement, or other agreements contemplated by Section 13 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.
15. **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 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.

16. **Right of First Refusal.** Shares that you acquire upon exercise of this Option are subject to the right of first refusal on the part of the Company that is described in this Section 16 until such time as the Company's Stock is registered under Section 12 of the Securities Exchange Act.
- (a) Before any Shares acquired upon the exercise of this 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 16(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 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 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 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 75 days to make its determination, the period of time after the 75 days shall be added to the Company's time limit for consummating the transaction as required by Section 16(d) of this Agreement.
 - (d) If the Company elects to acquire your Shares pursuant to this Section 16, you and the Company shall consummate the sale and purchase of such Shares no later than 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 16 within the specified time periods, you may, subject to Section 7 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 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 16 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 and in the Plan document.

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 outside of the SomaLogic, Inc. 2009 Equity Incentive Plan (as amended from time to time, the "Plan") with respect to the number of shares of 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 (as defined in the Plan) 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 am an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").
- I am acquiring the Shares as a result of this Option exercise for my own account, and acknowledge that the Shares have not been registered under 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 is 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

REGULATION D

ACCREDITED INVESTOR QUALIFICATION QUESTIONNAIRE (INDIVIDUAL)

This Questionnaire is being distributed to you in connection with your receipt of an option (the “*Option*”) to purchase shares of Common Stock of SomaLogic, Inc., a Delaware corporation (the “*Company*”). The purpose of this Questionnaire is to assure the Company that the grant of the Option will meet the standards imposed by the Securities Act of 1933, as amended (the “*Act*”), and applicable state securities laws.

Your answers will be kept confidential. However, by signing this Questionnaire you agree that the Company and its counsel may rely on the information set forth in this Questionnaire for purposes of complying with all applicable securities laws and may present this Questionnaire to such parties as it reasonably deems appropriate if called upon to establish its compliance with such securities laws.

Please complete, sign, date and return one copy of this Questionnaire to the Company’s legal counsel, _____ at _____. If the answer to a question is “none” or “not applicable,” please so state.

1. **Residence Information.** Please provide your full legal name, residence address, phone and fax numbers, e-mail address and social security number.

2. **Personal Information.** Please indicate the state that issued your driver’s license and the state in which you are registered to vote.

3. **My Income.**

Do you reasonably expect either your income¹ from all sources during this year to exceed \$200,000 or, if you are married, the joint income of you and your spouse from all sources during this year to exceed \$300,000?

Yes No

¹ For purposes of this Questionnaire, “*income*” means adjusted gross income, as reported for federal income tax purposes, increased by the following amounts: (a) the amount of any tax exempt interest income received, (b) the amount of losses claimed as a limited partner in a limited partnership, (c) any deduction claimed for depletion, (d) amounts contributed to an IRA or Keogh retirement plan, (e) alimony paid, and (f) any amounts by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code.

If no, please specify amount of expected income: _____

Was your yearly individual income from all sources during each of the last two years in excess of \$200,000 or, if you are married, was the joint income of you and your spouse during each of those years in excess of \$300,000?

Yes No

If no, please specify amount of your total individual and/or joint income in the last two years: _____

4. My Net Worth.

Is your net worth,² including the net worth of your spouse, in excess of \$1,000,000 (excluding the value of your primary residence)? Please remember that your net worth for this question should include the value of any other shares of stock or options held by you and your spouse and any personal property owned by you or your spouse (e.g. furniture, jewelry, other valuables, etc.), but must exclude the value of your primary residence.

Yes No

If no, please specify your net worth: _____

The undersigned represents that the information contained herein is complete and accurate and may be relied upon by the Company.

IN WITNESS WHEREOF, the undersigned has executed this Accredited Investor Qualification Questionnaire on _____.

(Signature)

(Printed Name)

² For purposes of Question 4, "**net worth**" means the excess of total assets, excluding your primary residence, at fair market value over total liabilities, including (a) your mortgage or any other liability secured by your primary residence only if and to the extent that it exceeds the value of your primary residence and (b) any incremental debt secured (or to be secured) by your primary residence if such debt was incurred (or will be incurred) in the sixty (60) days prior to the grant of the Option.

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-3
(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 Rule	Amount Registered (1)(2)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.001 par value per share	457(h)	527,927 (3)	\$2.12 (4)	\$1,119,205.24	\$0.00014760	\$165.20
Equity	Common Stock, \$0.001 par value per share	457(h)	4,287,055 (5)	\$4.38 (6)	\$18,777,300.90	\$0.00014760	\$2,771.53
Equity	Common Stock, \$0.001 par value per share	457(h)	2,660,688 (7)	\$9.38 (8)	\$24,957,253.44	\$0.00014760	\$3,683.70
Equity	Common Stock, \$0.001 par value per share	457(h)	33,749 (9)	\$1.82 (10)	\$61,423.18	\$0.00014760	\$9.07
Equity	Common Stock, \$0.001 par value per share	457(h)	1,860,582 (11)	\$4.30 (12)	\$8,000,502.60	\$0.00014760	\$1,180.88
Equity	Common Stock, \$0.001 par value per share	457(h)	930,290 (13)	\$4.30 (14)	\$4,000,247.00	\$0.00014760	\$590.44
Equity	Common Stock, \$0.001 par value per share	457(h)	426,385 (15)	\$7.30 (16)	\$3,112,610.50	\$0.00014760	\$459.43
Equity	Common Stock, \$0.001 par value per share	457(h)	110,476 (17)	\$7.30 (18)	\$806,474.80	\$0.00014760	\$119.04
Total Offering Amounts					\$60,835,017.66		\$8,979.29
Total Fees Previously Paid							—
Total Fee Offsets							—
Net Fee Due							\$8,979.29

- (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 granted to former employees, directors and consultants of SomaLogic, Inc. ("SomaLogic") 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 Equity Plans"), as well as pursuant to that certain Non-Statutory Stock Option Agreement, dated June 6, 2014, Non-Statutory Stock Option Agreement, dated November 19, 2018, Non-Statutory Stock Option Agreement, dated September 1, 2020, Non-Statutory Stock Option Agreement, dated August 6, 2021 and Non-Statutory Stock Option Agreement, dated August 20, 2021 (collectively, the "Non-Statutory Stock Option Agreements"). In addition, pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of the Registrant's Common Stock that become issuable pursuant to the exercise of options to purchase shares of Common Stock under the SomaLogic Equity Plans or the Non-Statutory Stock Option Agreements by reason of an event such as any stock split, stock dividend or similar adjustment effected without the Registrant's receipt of consideration that increases the number of the outstanding shares of Common Stock.
 - (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"), each option to purchase SomaLogic common stock (a "SomaLogic Option"), whether vested or unvested, that was outstanding immediately prior the effective time of the Merger (the "Effective Time"), was converted into an option to acquire the number of shares of Common Stock of the Registrant equal to the product of (i) the number of shares subject to such SomaLogic Option as of immediately prior to the Effective Time, multiplied by (ii) 1.11 (the "Exchange Ratio"), rounded down to the nearest whole number of shares of the Registrant's Common Stock, at an exercise price equal to the quotient obtained by dividing the per share exercise price of the SomaLogic Option by the Exchange Ratio, rounded up to the nearest whole cent.
 - (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 \$2.12 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 \$4.38 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.
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- (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 \$9.38 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 June 6, 2014.
 - (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 \$1.82 per share, which is the exercise price for SomaLogic Options outstanding under the Non-Statutory Stock Option Agreement, dated June 6, 2014.
 - (11) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the Non-Statutory Stock Option Agreement, dated November 19, 2018.
 - (12) 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 \$4.30 per share, which is the exercise price for SomaLogic Options outstanding under the Non-Statutory Stock Option Agreement, dated November 19, 2018.
 - (13) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the Non-Statutory Stock Option Agreement, dated September 1, 2020.
 - (14) 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 \$4.30 per share, which is the exercise price for SomaLogic Options outstanding under the Non-Statutory Stock Option Agreement, dated September 1, 2020.
 - (15) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the Non-Statutory Stock Option Agreement, dated August 6, 2021.
 - (16) 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 \$7.30 per share, which is the exercise price for SomaLogic Options outstanding under the Non-Statutory Stock Option Agreement, dated August 6, 2021.
 - (17) Represents shares of Common Stock reserved for issuance upon the exercise of outstanding SomaLogic Options granted under the Non-Statutory Stock Option Agreement, dated August 20, 2021.
 - (18) 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 \$7.30 per share, which is the exercise price for SomaLogic Options outstanding under the Non-Statutory Stock Option Agreement, dated August 20, 2021.
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