

## Terms and Conditions

### 1. Applicable terms

This Work Plan is subject to:

- a. the Horizon website <https://horizondiscovery.com/-/media/Files/Horizon/legal/horizon-discovery-product-terms-conditions.pdf>; and
- b. the Limited Use Label License (“LULL”) as set out in clause 6 below

### 2. Intellectual Property

a. As between the parties to this Work Plan (“WP”), all title and ownership rights and interests in intellectual property rights owned or controlled by a party, its affiliates or approved subcontractor(s) before or on the effective date of this “WP” or developed or acquired by that party during the term of the WP but outside the performance of the services (“Background IP”) will remain vested in such party, its affiliates or approved subcontractor.

b. Horizon shall own all intellectual property rights in and to any improvements or modifications to, or new developments or uses of, its Background IP, and any new techniques, methods, tools or processes that may have general application in the services it provides to customers, that are in each case invented or generated by Horizon or any of its affiliates, or their respective subcontractors, in the performance of the Services including but not limited to cell line profiling, lysate based assays and associated measurement techniques, and statistical analyses (“Horizon IP”).

c. As between the parties, Customer shall own all intellectual property rights created in the provision of the services, in deliverables under this WP, with the exception of any Horizon IP (“Customer IP”). Customer IP also includes any improvements or modifications to, or new developments or uses of Customer’s Background IP, and any new techniques, methods, tools or processes that are exclusively related to any Customer-provided materials. Subject to and conditional upon payment of all fees and other sums payable by the Customer under this WP, Horizon hereby on behalf of itself and its affiliates assigns to Customer all Horizon’s and its affiliates’ ownership rights in Customer IP.

d. For clarity, and notwithstanding any other provision of this Agreement, all data provided to Customer as a deliverable and all supporting data produced during the conduct of the services shall be the sole property of the Customer.

### 3. Placing An Order And Its Acceptance

Condition 3 in Horizon’s website T&Cs (relating to placing orders via Horizon’s website) shall not apply.

### 4. Customer Materials

a. The Customer shall provide Horizon with the Customer Materials (and deliver them at Customer’s risk and expense to Horizon’s premises) in accordance with the provisions and timelines set out in the Work Order. “Customer Materials” means all chemical or biological materials to be provided by the Customer as specified in the Work Order, together with any data, information, advice and analyses provided by the Customer concerning their stability and their storage, handling and safety requirements (including any material safety data sheet)

b. Unless otherwise agreed, Horizon shall use Customer Materials solely in the performance of its obligations. Horizon may release Customer Materials to an affiliate or subcontractor for use only in connection with this Work Plan.

c. Horizon is entitled to rely upon and assume, without verification, the accuracy and completeness of all information that has been provided to Horizon by or on behalf of the Customer in connection with the Customer Materials. Horizon shall not be liable for any loss suffered by the Customer resulting from any inaccuracy or incompleteness in any information provided by the Customer or from any deficiency or defect in, or contamination of, any Customer Materials.

d. When providing Customer Materials to Horizon the Customer shall inform Horizon of any health and safety rules or regulations and any other safety information which relate to the handling, use or storage of those Customer Materials, and shall promptly inform Horizon of any changes to that information as soon as it becomes aware of them.

e. On request from Customer Horizon shall, at the Customer's expense and risk, promptly return to the Customer or otherwise safely dispose of any quantities of Customer Materials remaining after completion or earlier termination of the Work Order. Horizon may nevertheless keep samples from Customer Materials for archive purposes.

f. Customer warrants that, to the best of its knowledge and belief, Horizon's creation of the Products and use of the Customer Materials will not breach the Intellectual Property Rights of any third party and that the Customer has the full right to provide the Customer Materials to Horizon for use in accordance with this Work Plan.

## 5. Conflict Of Terms

In case of conflict between the Horizon website T&Cs and the T&Cs contained in this Work Plan (including the LULL), the T&Cs in this Work Plan shall prevail.

## 6. Limited Use Label License Agreement

The provision of any cell line or cell model (ie including primary human immune cell(s)) generated by Horizon and delivered to Customer is subject to the Limited Use Label Licence as follows:

**LIMITED USE LABEL LICENSE AGREEMENT (“LULL”)  
FOR CELL LINES ENGINEERED BY HORIZON DISCOVERY LTD  
APPLICABLE IN ALL TERRITORIES EXCEPT FOR JAPAN**

BEFORE OPENING OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT. YOUR USE OF THIS PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

In this LULL the following shall mean:

“**Commercial Use**” any and all uses of the Licensed Materials, by the Licensee for monetary or other consideration, including but not limited to (i) Manufacturing of a product for sale, and (ii) Sale of the Licensed Materials, whether or not such sale is limited for use in research, and (iii) Provision of a service to a third party involving Licensed Materials that generates any information or data;

“**Derivatives**” any substances which constitute a subunit or product expressed by the Licensed Materials including but not limited to proteins or nucleic acids;

“**Diagnostic Use**” any and all uses of the Licensed Materials, by the Licensee for the development or implementation of assays intended for diagnostics use, including but not limited to: (i) Development of platforms or assays intended for diagnostic use; and (ii) Validation or verification of platforms or assays intended for diagnostic use; and (iii) Development of reagents intended for diagnostic use;

“**Licensed Materials**” are the Product, Progeny, Modifications or Derivatives.

“**Licensee**” the individual or entity purchasing the Product;

“**Modifications**” any modifications of the Product;

“**Product**” the engineered cell line purchased by Licensee from Horizon under the terms of this LULL;

“**Progeny**” any unmodified descendant form of the Product;

“**Third-Party Contractors**” a contractor engaged by Licensee conducting services solely for Licensee's benefit and that is bound with Licensee by a contractual relationship whose terms are consistent with and as stringent as the terms of this LULL.

1. Licensee receives a non-exclusive, non-transferable license for use of the Licensed Materials, for **RESEARCH USE ONLY**, no **Commercial Use** or **Diagnostic use** is allowed.
2. The terms of this LULL shall commence on the day the Product is purchased and continue in perpetuity. Horizon may terminate this LULL with immediate effect by providing notice to Licensee at any time, should Licensee breach any provisions of this LULL.
3. Except for the rights granted under this LULL, no other rights are transferred to Licensee in relation to the Licensed Materials. Any data generated by the Licensee using the Licensed Materials, are owned by the Licensee, subject to the use restrictions set forth herein.
4. Licensee shall be permitted to transfer the Licensed Materials to Third Party Contractor(s) conducting services solely for benefit of Licensee, provided however that a legal agreement is in

place and in force between Licensee and the Third-Party Contractor(s) whose terms will include the terms set forth in this LULL to limit the Third-Party Contractors use of the Licensed Materials. Except as expressly allowed herein, no transfer of the Licensed Materials, is authorized without the prior express consent of Horizon. Licensee shall have no right to transfer or grant sub-licenses without the express consent of Horizon.

5. **FOR HAPLOID CELL LINES (including the KBM7, HAP1 and eHAP cell lines) ONLY:** In addition to the above, any haploid Licensed Materials, shall not be used for the following “Restricted Activities”:
  6. Any therapeutic or prophylactic, human or veterinary use;
  7. ONLY IF you are a commercial entity: Any target identification, drug discovery, or drug development for therapeutics directed toward *infectious disease*.
  8. Any use of haploid Licensed Materials, for performing Restricted Activities requires a separate license from the Whitehead Institute for Biomedical Research (“Whitehead”), a Delaware corporation, with a principal office at Nine Cambridge Center, Cambridge, Massachusetts 02142, U.S.A. or one of its licensees having rights to perform Restricted Activities with this Material, and Whitehead and its exclusive licensees having rights to perform Restricted Activities, if any, will be express third-party beneficiaries of the foregoing Restricted Activities. The foregoing restrictions amount to a restricted license under applicable patent and other intellectual property rights.
  9. Furthermore parental haploid cell lines shall not be permitted to be transferred to a Third Party Contractor for the purposes of genetic screening.
  10. THE PRODUCT IS SUPPLIED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCT IS FREE FROM ANY THIRD PARTY CLAIMS.
  11. In no event shall Horizon or its affiliates or their respective representatives be liable to Licensee or its affiliates, whether based in contract, tort, warranty or any other legal or equitable grounds, for any loss of income, profit or savings or cost of capital of Licensee or its affiliates, for any direct, indirect or consequential damages resulting from or relating to the Product or Licensee’s use thereof.
  12. Upon termination of the license, for any reason, the Licensed Materials must be destroyed and notification of such destruction provided to Horizon.
  13. The terms of this license incorporate and are subject to Horizon’s terms and conditions which can be accessed at <https://www.horizondiscovery.com/terms>, which includes information on our three (3) month evaluation period for catalog cell lines products. The terms of this license shall be governed in accordance with English Law and the English court shall have exclusive jurisdiction on any disputes arising out of or in connection with this LULL.

*For any use of the Product outside the terms of this LULL, including any commercial, diagnostic, therapeutic or prophylactic uses, please contact: Horizon Discovery Ltd., 8100 Cambridge Research Park, Waterbeach, Cambridge, CB25 9TL, United Kingdom.*

### **TurboGFP and TurboRFP licensing**

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## **NANOLUC® LIMITED USE LABEL LICENSE (LULL)**

BY USE OF THIS PRODUCT, RESEARCHER AGREES TO BE BOUND BY THE TERMS

OF THIS LIMITED USE LABEL LICENSE. If researcher is not willing to accept the terms of this label license, and the product is unused, Horizon Discovery will accept return of the unused product and provide researcher with a full refund.

Researcher may use this product for research use only; no commercial use is allowed.

Commercial use means any and all uses of this product or derivatives by a party in exchange for consideration, including, but not limited to,

(1) use in further product manufacture;

(2) use in provision of services, information or data; and

(3) resale of the product or its derivatives, whether or not such product or derivatives are resold for use in research. Researcher shall have no right to modify or otherwise create variations of the nucleotide sequence of the luciferase gene. No other use or transfer of this product or derivatives is authorized without the prior express written consent of Promega Corporation.

### **In addition, researcher must:**

(1a) use Nano-Glo®-branded luminescent assay reagents (LARs) manufactured by Promega and sold by Horizon Discovery within a complete cellular assay kit for all determinations of luminescence activity of this product and its derivatives; or (1b) contact Promega to obtain a license for use of the luciferase gene contained in this product and its derivatives.

### **For uses of Nano-Glo®-branded LARs intended for energy transfer (such as bioluminescence resonance energy transfer) to acceptors other than a genetically encoded autofluorescent protein, researcher must:**

(2a) use NanoBRET™-branded energy acceptors (e.g., BRET-optimized HaloTag® ligands) for all determinations of energy transfer activity by this product and its derivatives; or

(2b) contact Promega to obtain a license for use of the product and its derivatives for energy transfer assays to energy acceptors not manufactured by Promega.

With respect to any uses outside this label license, including any diagnostic, therapeutic, prophylactic or commercial uses, please contact Promega for supply and licensing information.

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The terms of this label license shall be governed under the laws of the State of Wisconsin, USA.”

## HiBiT Limited Use Label License

BY USE OF THIS HIBIT, RESEARCHER AGREES TO BE BOUND BY THE TERMS OF THIS LIMITED USE LABEL LICENSE. If researcher is not willing to accept the terms of this label license, and the Hibit is unused, Promega will accept return of the unused Hibit and provide researcher with a full refund.

No transfer of this Hibit is allowed. Researchers may use this Hibit in their own research and they may transfer derivatives to others for research use provided that at the time of transfer a copy of this label license is given to recipients and recipients agree to be bound by the terms of this label license.

Researchers shall have no right to modify or otherwise create variations of the nucleotide sequences of the subunits of NanoBiT<sup>®</sup> Technology, except that researchers may create fused gene sequences at the termini of the subunits of NanoBiT<sup>®</sup> Technology. No other use of this Hibit or its derivatives is authorized without the prior express written consent of Promega.

In addition, researchers must either:

(1a) use Nano-Glo<sup>®</sup>-branded luminescent assay reagents (LARs) for all determinations of luminescence activity of this Hibit and its derivatives, or

(1b) contact Promega to obtain a license for use of the Hibit and its derivatives with LARs not manufactured by Promega.

For uses of Nano-Glo<sup>®</sup>-branded LARs intended for energy transfer (such as bioluminescence resonance energy transfer) to acceptors other than a genetically encoded autofluorescent protein, researchers must either:

(2a) use NanoBRET<sup>™</sup>-branded energy acceptors (e.g., BRET-optimized HaloTag<sup>®</sup> ligands) for all determinations of energy transfer activity by this Hibit and its derivatives, or

(2b) contact Promega to obtain a license for use of the Hibit and its derivatives for energy transfer assays to energy acceptors not manufactured by Promega.

Researcher has no right to modify, derivatize, genetically engineer or otherwise create variations of the NanoBiT<sup>®</sup> Control Vectors, except that researcher may propagate and store NanoBiT<sup>®</sup> Control Vectors for use in NanoBiT<sup>®</sup> assays. With respect to any uses outside this label license, including any diagnostic, therapeutic, prophylactic or commercial uses, please contact Promega for supply and licensing information. PROMEGA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE HIBIT. The terms of this label license shall be governed under the laws of the State of Wisconsin, USA.

Patent Pending.

U.S. Pat. Nos. 9,797,889 and 9,797,890 and other patents pending.

## **LgBiT Limited Use Label License**

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Researchers may modify the material, except researchers shall have no right to modify or otherwise create variations of the nucleotide sequences of the subunits of NanoBiT® Technology, except that researchers may create fused gene sequences at the termini of the subunits of NanoBiT® Technology. No other use of this material or its derivatives is authorized without the prior express written consent of Promega.

#### **In addition, researchers must either:**

(4a) use Nano-Glo®-branded luminescent assay reagents (LARs) for all determinations of luminescence activity of this material and its derivatives, or

(4b) contact Promega to obtain a license for use of the material and its derivatives with LARs not manufactured by Promega.

#### **For uses of Nano-Glo®-branded LARs intended for energy transfer (such as bioluminescence resonance energy transfer) to acceptors other than a genetically encoded autofluorescent protein, researchers must either:**

(5a) use NanoBRET™-branded energy acceptors (e.g., BRET-optimized HaloTag® ligands) for all determinations of energy transfer activity by this material and its derivatives, or

(5b) contact Promega to obtain a license for use of the material and its derivatives for energy transfer assays to energy acceptors not manufactured by Promega.

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