

BY PLACING AN ORDER FOR THE PRODUCT, YOU (THE CUSTOMER) AGREE TO BE BOUND BY THE TERMS OF THIS LIMITED USE LICENCES (“LULL”) AND HORIZON'S OR ITS AFFILIATES’ PRODUCT SUPPLY TERMS AND CONDITIONS [<https://horizondiscovery.com/-/media/Files/Horizon/legal/horizon-discovery-product-terms-conditions.pdf>] (together with the LULL, collectively, “Terms”)

As used herein, “**Horizon**” shall mean the entity listed on the document to which these Terms are attached and/or referenced, and “**Customer**” shall mean any person or entity purchasing Products from Horizon. Horizon and Customer are each referred to herein as a “**Party**” and when referred to collectively, “**Parties**”.

1. **HORIZON LULL**

1.1 Use of Products is subject to Customer’s acceptance of the Terms. If Customer issues a purchase order for such Products, such purchase order is evidence of Customer’s affirmative acceptance of all Terms.

1.2. The purchase of Products conveys to the Customer a non-transferable non-sublicensable right to use the purchased quantity of Products for non-commercial, internal research use only (“**RUO**”) purposes as provided herein. Customer’s use of Products is limited to the country in which the Products were purchased unless Customer obtains Horizon’s prior written consent otherwise. Customer is solely responsible for proper selection, application, processing and use of the Products and for adopting safety precautions as may be necessary. Further, Customer is solely responsible for complying with, handling, and using the Products in conformity with (i) generally accepted industry standards; (ii) all applicable laws, regulations and governmental policies; and (iii) any necessary approvals, permissions, authorizations and/or licenses as may be required for Customer’s uses, including without limitation, any right to use intellectual property rights of a third party necessary to perform Customer’s internal RUO activities. Customer shall indemnify, defend and hold harmless Horizon and its licensors, and affiliates thereof, together with the respective officers, directors, employees, and agents of the foregoing, against any liability, damage, loss or expense (including reasonable attorney’s fees and expenses) incurred by or imposed upon them by Customer’s use of the Products.

1.3. As a material condition of Horizon providing Products to Customer, Customer shall not, directly or indirectly, use Products, their progeny or derivatives, and/or components thereof, for any purposes other than internal, non-commercial RUO and only then in accordance with the rights granted in this Agreement; and, Customer shall not use the Products for commercial or diagnostic purposes, including without limitation, for in vitro or in vivo diagnostics, prophylactic or therapeutic purposes or in foods, drugs, biologics, medical devices or cosmetics, and/or for use in or with humans or animals. Further, Customer shall not (1) transfer, sell or otherwise distribute Products to any third party (including its affiliated companies but excluding Third Party Contractors, as defined below), whether alone or in combination with other materials, (2) provide services, including, but not limited to, delivery of research results or other data from use of the Products, (3) modify Products, their progeny or derivatives, and/or components thereof, for transfer or resale, (4) use Products to manufacture commercial products, without prior written approval from Horizon and subject to a separate royalty bearing license agreement; (5) make or have made any Products or any portion thereof; (6) attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology,

components, formulae, sequence, processes, make-up, or production of any Products or any portion thereof; and/or (7) modify or otherwise create variations of the nucleotide sequence without prior written consent from Horizon. Customer shall be permitted to provide the Products to a Third Party Contractor who utilizes the Product for the sole benefit of the Customer, provided however that a legal agreement is in place and in force between Customer and the Third-Party Contractor, whose terms will provide that the ownership of the Products is not transferred to the Third-Party Contractor and Customer may require the return of the Products at any time. A separate royalty-bearing license agreement with Horizon shall be required for: (i) any purchase of Products for transfer or resale (alone or as a component) to a third party for Commercial Purposes (as hereinafter defined); (ii) any purchases of Products that are identified as requiring a special license; and/or (iii) Products and/or cell lines generated using Products, that are to be used for Commercial Screening (as hereinafter defined) or Contract Research (as hereinafter defined) purposes. It is Customer's sole responsibility to secure any required intellectual property rights required to use Products for Customer's purposes. Customer shall comply with any instructions or other limitations furnished by Horizon relating to use of Products and not misuse Products in any manner. No license or immunity under any patent is either granted or implied by the sale of any of Horizon's Products. Horizon disclaims any and all responsibility for any injury or damage which may be caused by the failure of Customer or any other person to use Products in accordance with the conditions outlined herein. Any breach of this section shall immediately and automatically terminate Customer's right to use Products as granted herein. Upon termination of the license, for any reason, the Products and any cell lines generated using the Products must be destroyed and notification of such destruction provided to Horizon. Data generated using the Products that may have commercial value to the Customer is owned by the Licensee and excluded from this License. Unless specified elsewhere in this Horizon LULL, the Terms are governed by the laws of England and Wales.

2. Limitation of Liability

EXCEPT AS SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HORIZON EXPRESSLY DISCLAIMS AND MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO PRODUCTS (AND SOFTWARE, WHERE APPLICABLE), INCLUDING WITHOUT LIMITATION, ANY WARRANTY (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

3. TriLink LULL

For Pin-point CCmRNA Products and services only, in addition to the above, the below TriLink Biotechnologies LLC ("**TriLink**") Pin-point CCmRNA Product Limited Use Label License provisions shall apply ("**TriLink LULL**"). In case of conflict between the Horizon LULL and the TriLink LULL, the TriLink LULL shall prevail.

The purchaser of this Product is referred to herein as "you," "your," or "yours," as applicable.

Research Use Only.

By purchasing, using or otherwise taking possession of this Product that is made and sold by Horizon or other affiliates of Revvity, Inc. ("Horizon"), you hereby acknowledge and agree that:

4.1. Your purchase or use of this Product conveys to you the limited, non-transferable, non-sublicensable right to use only the purchased quantity of this Product (including any mRNA materials therein) solely to perform internal, non-clinical research solely for your benefit, subject to your strict compliance with the terms and conditions of this TriLink LULL; and such right constitutes a limited sublicense under a subset of rights licensed by Horizon from TriLink to TriLink's proprietary mRNA materials that are components of or are otherwise incorporated into or used in connection with this Product.

4.2. The terms and conditions of this TriLink LULL (without any modification) shall be deemed accepted by you and effective upon the earlier of the purchase, use or possession of this Product by you or on your behalf; and you shall not use this Product (or any mRNA materials therein) except as expressly permitted under this TriLink LULL.

4.3. Any mRNAs made by TriLink and incorporated into this Product by Horizon are manufactured by TriLink in the exercise of its patent rights covering its proprietary CleanCap® Technology and constitute TriLink's proprietary materials that have independent economic value arising in whole or in part from the incorporation of the CleanCap® Technology therein; and your access to TriLink's CleanCap® Technology, as incorporated into such mRNAs in this Product, is commercially valuable and conditional upon your compliance with the terms and conditions of this TriLink LULL.

4.4. The mRNAs in this Product may not have been manufactured in accordance with current good manufacturing practices (as required under 21 CFR Part 210 or 21 CFR Part 211 in the United States or the equivalent thereof outside the United States for clinical uses), and you shall not use this Product or any mRNA materials therein for any clinical uses or other uses that require compliance with any current good manufacturing practices anywhere in the world.

4.5. You shall use this Product (and any mRNA materials therein) solely in compliance with all applicable laws.

4.6. No purchase, use or possession of this Product shall convey to you any right of any kind to: (i) sell, resell, offer for sale or resale, distribute or otherwise transfer this Product or any mRNA materials therein to any third party other than your affiliate, contractor, subcontractor or agent that use this Product solely for the benefit of your internal research purposes; (ii) use this Product to perform any services or generate data on a fee-for-services basis or otherwise for any third party; (iii) use this Product or any mRNA materials therein for any clinical (including without limitation any therapeutic, diagnostic or prophylactic uses in humans or animals) or commercial purposes (including without limitation for any clinical or commercial manufacturing or testing services).

4.7. You shall not disassemble, reverse engineer, analyse, synthesise, reproduce, copy, re-synthesise, make, modify, improve, or make or use any derivatives of, this Product or any mRNA materials therein.

4.8. YOU HEREBY ACKNOWLEDGE AND AGREE THAT TRILINK AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "TRILINK REPRESENTATIVES") SHALL HAVE NO LIABILITY OF ANY KIND TO YOU, YOUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS IN CONNECTION WITH THIS PRODUCT, THIS TRILINK LULL OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ANY (I) LOSS OF DATA, LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR OTHER ECONOMIC DAMAGES OR (II) CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR (III) OTHERWISE, IN EACH CASE REGARDLESS OF

HOW CAUSED, REGARDLESS WHETHER BASED ON CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, REGARDLESS OF ANY NOTICE TO ANY TRILINK REPRESENTATIVE OF THE POSSIBILITY OF SUCH DAMAGES.

4.9. YOU HEREBY ACKNOWLEDGE AND AGREE THAT (I) TRILINK PROVIDES AND SHALL PROVIDE NO WARRANTIES OF ANY KIND, STATUTORY OR IMPLIED, CONCERNING THIS PRODUCT OR ANY mRNA MATERIALS THEREIN OR ANY OTHER COMPONENTS THEREOF OR OTHERWISE INCLUDING AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY RIGHTS HOLDER, OR THE ABSENCE OF LATENT OR OTHER DEFECTS; (II) TRILINK EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING ANY RESULTS OR OUTCOMES ARISING FROM ANY USES OF ANY PRODUCT OR ANY mRNA MATERIALS THEREIN OR ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS; and (III) NOTWITHSTANDING ANYTHING OTHERWISE TO THE CONTRARY, ALL WARRANTIES OF ANY KIND ARE HEREBY EXPRESSLY DISCLAIMED BY TRILINK.

4.10. Nothing in this TriLink LULL shall be construed as conferring, explicitly or by implication, estoppel or otherwise any license, right, title, interest or immunity under any patent rights or other intellectual property rights owned or controlled by TriLink or its Affiliates to you or your Affiliates, employees, agents or any third party except as otherwise expressly set forth in this TriLink LULL, regardless whether such patent rights (or any individual claims therein) are dominant or subordinate to your patent rights or other intellectual property rights or are required to exploit your patent rights or other intellectual property rights.

4.11. This TriLink LULL shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflict of law principles. The Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

For information on obtaining additional rights with respect to any capping reagents or technology for co-transcriptional capping of mRNA, please contact licensing@trilinkbiotech.com

5. **Definitions**

5.1. **"CleanCap® Reagent AG"** means the initiating capped oligonucleotide primer known as CleanCap® Reagent AG useful for co-transcriptional capping of mRNA, which reagent is Controlled by TriLink and is referred to in TriLink's product catalog as CleanCap® Reagent AG (N-7113) or mRNA,m7G(5')ppp(5')(2'OMeA)pG or CleanCap® Reagent AG or as such reference might change from time to time.

5.2. **"Commercial Purposes"** includes without limitation: (a) use of Products, their progeny or derivatives, and/or components thereof, in manufacturing; or (b) any resale of Products, their progeny or derivatives, and/or components thereof, whether or not such Products, their progeny or derivatives, and/or components thereof are resold for use in research.

5.3. **"Commercial Screening"** includes, without limitation: research or any other activities conducted by Customer for financial gain or other commercial purposes, except for Contract Research, and/or the use of cell lines (a) in small molecule and biologic drug discovery, including without limitation, initial target identification and validation, assay development, high throughput screening, hit identification, lead optimization, and selection of candidates for clinical development; (b) in connection with ADME (Absorption, Distribution, Metabolism and Excretion) testing; (c) in connection with drug potency or toxicity testing; or (d) in vivo screening of drug efficacy on tumour progression.

5.4. **"Contract Research"** includes, without limitation: (a) research, activities, or any other services conducted by Customer for or to any person or entity not a party to this Agreement for financial gain

or other commercial purposes; and/or, (b) the use of cell lines in support of any relationship or agreement between Customer and a third-party entity, and for which Customer does not retain, or is not granted, proprietary rights for material intellectual property generated under the work conducted pursuant to such relationship or agreement, rather the third-party entity receives a right, whether actual or contingent, to the results of the research.

5.5. "**Pin-point™ CleanCap® mRNA**" or "**Pin-point CCMRNA**" means any mRNA that (a) incorporates or utilizes CleanCap® Reagent AG and (b) encodes for any Pin-point Base Editing Enzyme.

5.6. "**Products**" means reagents supplied by Horizon whether through direct order or acceptance of a quotation or proposal by Customer.

5.7. "**Third-Party Contractor**" means a contractor engaged by Customer conducting services solely for Customer's benefit and which is bound with Customer by a contractual relationship whose terms are consistent with and at least as stringent as the terms of this LULL.