Terms and Conditions of Vivlion GmbH

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General conditions

§1 Scope and subject matter of the contract

(1) These General Terms and Conditions ("T&Cs") exclusively govern all contracts concluded by a contracting party as end customer with Vivlion GmbH (hereinafter called "Vivlion®") for the purchase of CRISPR/Cas reagents or the commissioning of Vivlion® for screening, analysis, or consulting services. These T&CS also apply to other services of Vivlion®, unless more specific provisions have been agreed upon.

(2) The subject matter of the contract is the purchase of Vivlion® products for research and/or development purposes, or the commissioning of Vivlion® to carry out individual screening experiments or bioinformatics analyses, the results of which will subsequently be provided to the customer, or the provision of consulting services related to experimental planning.

Vivlion®'s offers two categories of products: off-the-shelve (OTS) reagents, which are part of its standard portfolio of libraries, and customized reagents, designed and tailored specifically to meet the needs of individual clients.

Vivlion®'s products are intended for research and development purposes only and their amplification is not permitted. The use of these products in screening facilities offering third-party services is not covered by these T&CS and requires separate written permission from Vivlion®.

Certain Vivlion®'s products, in particular CRISPR/Cas products, are subject to third-party licenses. By commissioning Vivlion®, the customer acknowledges and agrees to comply with these third-party licenses. Vivlion® grants the customer a non-exclusive, non-transferable, non-sublicensable right of use to these products for the purposes specified in the individual order. The products will be labelled accordingly and assigned an electronic identifier, enabling the client to access details of the licensed rights via a web-based interface. The licensing conditions of the third-party licensors are detailed in Appendix A and B of these T&Cs. The aforementioned CRISPR/Cas products are provided with the explicit understanding that other relevant third-party rights may exist that further restrict their use.

(3) A contract is deemed concluded upon the execution of an individual purchase order with Vivlion® or upon confirmation by Vivlion® of an order placed via our webshop. Any additional terms, in particular general terms and conditions of the contractual party, shall not apply, even if Vivlion® does not expressly object to them. The T&CS of Vivlion® shall exclusively govern the contractual relationship.

(4) These T&CS do not apply to consumers.

§2 Terms of payment

(1) The prices for Vivlion® products are based on the specific conditions of the Vivlion® contract.

(2) Payment must be made in accordance with the conditions set forth in the contract. Vivlion® reserves the right to exclude certain payment methods. Vivlion® may conduct a credit assessment.

(3) The customer will be considered in default without further notice from Vivlion® if payment is not received by the invoice due date.

(4) Payment may not be offset against claims arising from other contracts unless the customer's counterclaim is undisputed or has been legally established.

(5) The customer may only exercise a right of retention if his counterclaim arises from the same contractual relationship.

(6) All prices are subject to the applicable statutory value-added tax.

(7) Vivlion® reserves ownership of the delivered goods until full payment has been received.

§3 Data security and data protection

(1) Both contractual parties agree to comply with the applicable data protection regulations, particularly those in force in Germany. They also commit to ensuring that their employees involved in the contract and its execution maintain data confidentiality, insofar as they are not already universally committed to do so.

(2) If the customer collects, processes, or uses personal data, the customer is obliged to do so in compliance with the applicable laws, especially data protection regulations. The customer shall indemnify Vivlion® against any third-party claims arising from violations of these regulations.

(3) Vivlion® will only collect and use customer-related data to the extent necessary for fulfilling the terms of this contract. The customer consents to the collection and use of such data for this purpose.

(4) Vivlion® has the right to share the necessary data with third parties in the case of commissioning them to perform tasks relating to the customer's order.

§4 Secrecy

(1) Confidential information refers to any information explicitly marked as confidential by the disclosing party, as well as any information that is inherently confidential based on the circumstances of its disclosure. Confidential information shall not include information that, as evidenced by the receiving party, was:

- known or available to them prior to the receipt date;
- was publicly known or available prior to the receipt date;
- became known or publicly available after the receipt date, without the party receiving the information being responsible for its disclosure.

(2) The contracting parties agree to keep all confidential information received in connection with this contractual relationship strictly confidential. Such information shall only be disclosed to third parties who have agreed to maintain confidentiality and only to the extent necessary for the execution and settlement of this contract.

(3) The confidentiality obligations outlined in paragraph 2 shall remain in force beyond the end of the contract for an indefinite period of time, unless an exception prespecified in paragraph 1 applies.

§5 Force majeure

Neither party shall be required to fulfil its contractual obligations during a period of force majeure. In particular, the following events shall be considered as force majeure:

- Fire/explosion/flooding for which the party is not responsible;
- War, mutiny, blockade, or embargo;
- Industrial actions lasting more than six weeks and not caused by fault of the contracting party;
- Technical issues related to the internet that are beyond the control of the contracting party, except where Vivlion® also provides the telecommunications service.

Each party shall promptly notify the other in writing of any occurrence of force majeure.

§6 Other terms

(1) The exclusive place of jurisdiction for any disputes arising from or related to this contract is the registered office of Vivlion®. However, if Vivlion® initiates legal action, it may also choose the registered office of the contracting party as the place of jurisdiction. The right of both parties to apply for interim measures before the competent courts in accordance with the statutory provisions remains unaffected.

(2) German law applies exclusively, to the exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) The conclusion of the contract, as well as any amendments and additions to it, must be made in writing to be valid. This also applies to any amendments to this clause. No verbal side agreements exist.

(4) All declarations by the parties must be in made writing to be effective.

(5) If any provisions of these T&CS and License Terms be or become invalid, the validity of the remaining provisions shall not be affected.

Conditions relating to purchase contracts/ contracts for work and materials

§7 Delivery, product availability

(1) If not agreed otherwise, Vivlion® shall arrange for the transportation of ordered products to the agreed delivery location in accordance with DAP (Delivered at Place) Incoterms 2020, with the customer being responsible for unloading, import duties, taxes, and any applicable customs clearance costs.

(2) A flat shipping fee shall be charged to the customer to cover transportation costs to the delivery location. This fee is separate from the product price and will be included in the final invoice.

(3) The flat shipping fee does not alter Vivlion®'s obligations under DAP Incoterms and does not include any additional costs incurred upon arrival, such as unloading fees, import duties, or local charges, which remain the customer's responsibility.

(4) Any changes to the shipping method or destination requested by the customer may result in an adjustment of the shipping fee, subject to prior written agreement between the parties.

§8 Liability, warranty

(1) A material defect shall be deemed to exist if the contractual items do not meet the agreed-upon quality or are not suitable for the contractually agreed use.

(2) The customer must report any discovered defects immediately upon detection to Vivlion® in writing.

(3) In the event of a defect, Vivlion® shall, within a reasonable period, remedy the defect free of charge in accordance the provisions outlined below.

Vivlion® will provide subsequent performance at its discretion, either by rectifying the defect or replacing the defective item. The customer is entitled to request a specific form of subsequent performance should the other form be unacceptable to him.

Vivlion® shall bear the costs necessary for subsequent performance, including transport, travel, labour and material costs.

Any additional expenses arising from the fact that the products have been moved by the customer to a location other than the customer's registered office shall be borne by the customer.

(4) If it is established that the defect notification was unjustified, Vivlion® may request compensation for the expenses incurred, provided the customer acted at least negligently.

(5) If subsequent performance fails and the customer have set a reasonable deadline allowing for at least two attempts at remedy, the customer may, at their discretion, withdraw from the contract or reduce the remuneration. Subsequent performance shall not be deemed to have failed conclusively after the second unsuccessful attempt at rectification; rather, Vivlion® shall determine the number of subsequent performance attempts within the deadline set by the customer, provided this is reasonable for the customer.

(6) The customer is not required to set a deadline if it is unreasonable to expect this, particularly if Vivlion® has definitively and unequivocally refused subsequent performance.

(7) In addition, the customer may, if Vivlion® is at fault, claim damages instead of performance or request reimbursement of expenses.

(8) The right to withdraw from the contract and claims for damages instead of full performance shall arise only in the case of substantial defects.

(9) In the event of a justified withdrawal by the customer, Vivlion® is entitled to demand appropriate compensation for the use of the products by the customer up to the date of rescission.

(10) In the event of fraudulent concealment of the defect or where a guarantee for quality exists, the statutory provisions on material defects and defects of title and their limitation period shall remain unaffected.

§9 Other liability

(1) Vivlion®'s liability, as well as that of its legal representatives and vicarious agents, arising from breaches of duty and tort, shall be limited to cases of intent and gross negligence. In the event of breach of significant obligations (cardinal obligations) that jeopardize the purpose of the contract, Vivlion®, its legal representatives, and vicarious agents shall also be liable for negligence. In any case, liability shall be limited to the foreseeable and contract-typical damage.

(2) The exclusion or limitation of liability shall not apply to liability for damages resulting from injury to life, body, or health, nor to damages resulting from product liability.

§10 Limitation period

(1) The customer's claims for breach of duty and tort shall be subject to a limitation period of twelve months. This shall not apply if the law in §§ 438, paragraph 1, no. 2 and 634a, paragraph 1, no. 2 of the German Civil Code prescribes longer periods, or where Vivlion® is liable due to intent or gross negligence, or owes compensation for injury to life, body, or health.

(2) If acceptance of the research and development result has been agreed upon, the limitation period for claims due to defects shall commence upon acceptance; otherwise, it shall commence upon delivery.

(3) Negotiations between the contracting parties concerning claims or the circumstances substantiating the claims shall suspend the limitation period. The suspension shall end if one party fails to comply with the other party's request to resume negotiations within four weeks.

Conditions relating to service contracts (e.g., screening services)

§11 Liability/warranty

(1) Vivlion® shall conduct the research project in accordance with generally accepted scientific and technological standards, exercising the degree of diligence it deems appropriate based on the state of knowledge at the time of execution. While Vivlion® will make reasonable efforts to achieve the project objectives and intended results, it does not guarantee or warrant their attainment, industrial applicability, or economic viability. Furthermore, Vivlion® does not warrant the presence of specific single guide RNAs (sgRNAs) in the products supplied.

(2) The customer shall promptly notify Vivlion® in writing of any defects encountered.

(3) Should conflicting third-party rights become known, Vivlion® shall notify the customer without undue delay. However, Vivlion® makes no warranty that the research and development results will be free from third-party claims. The customer acknowledges that the contractual items may be subject to third-party licenses.

(4) Unless otherwise expressly agreed in writing, warranty claims shall be governed by statutory provisions.

(5) Vivlion®, along with its legal representatives and agents, shall only be liable for breaches of duty and tort tortious acts in cases of willful misconduct or gross negligence. For breaches of material contractual obligations (cardinal obligations) that compromise the fundamental purpose of the contract, Vivlion®, its legal representatives, and vicarious agents shall also be liable in cases of negligence. In any case, liability shall be limited to foreseeable and contract-typical damages.

(6) If a defect of title arises due to the infringement of third-party rights, Vivlion® shall be liable only if such rights are enforceable in the Federal Republic of Germany, if the customer uses the research and development results as contractually agreed, if the third-party asserts a justified claim, and if the customer has immediately notified Vivlion® in writing of the third-party claims.

(7) The exclusions or limitations of liability shall not apply to claims arising from injury to life, body, or health, nor to claims under product liability laws.

§12 Duration of screening experiments and bioinformatic analyses; termination

(1) The duration of the services shall be determined by the timelines specified in the individual contracts.

(2) Any processing times or deadlines specified in a quotation or research and development agreement shall be binding only if expressly confirmed in writing by Vivlion®. If Vivlion® determines that a confirmed deadline cannot be met, it shall inform the customer thereof, provide reasons for the delay and, and agree on an appropriate adjustment in consultation with the customer. The customer shall not unreasonably withhold consent to such adjustments, particularly if Vivlion® is not at fault.

(3) Either party may terminate the contract for good cause. Good cause for Vivlion® shall include, but is not limited to, cases where the customer:

- fails to pay fees amounting to at least one month's payment in contracts with a minimum term or fixed duration
- is more than 20 calendar days in arrears in payments for contracts of indefinite duration, of the fees in the case of contracts concluded for an indefinite period of time,
- culpably violates contractual obligations or these T&Cs,
- violates applicable laws in connection with the service,
- Fails to remedy improper service usage despite a reasonable warning period, or
- culpably or negligently violates the terms of the contract.

In these cases the customer forfeits all rights to the service.

(4) Notices of termination or withdrawal must be made in writing, including via fax or email.

§13 Performance of the work, obligation to cooperate

(1) The project shall be executed in close cooperation between the parties in accordance with the agreed work plan. Vivlion® shall communicate research findings and results In an appropriate format, with a final report summarizing the research and development outcomes.

(2) The customer shall provide necessary documents and information in a timely manner to enable Vivlion® to perform its obligations without undue delay.

The customer shall bear any additional costs or damages resulting from inadequate or untimely cooperation.

§14 Research and development results

(1) Vivlion® shall deliver to the customer the research and development covered by the contract.

(2) The deliverables shall consist of a test report summarizing the agreed-upon services.

(3) Upon full payment of the agreed remuneration, the customer shall receive a non-exclusive, transferable, and perpetual right to use the results for the agreed purposes.

§15 Intellectual property rights; joint inventions; third-party rights

(1) Vivlion® retains ownership of any patentable t or utility model-protected inventions developed by its employees during the project. Vivlion® shall promptly notify the customer

of any such inventions and shall have sole discretion over the filing and management of intellectual property rights

(2) The customer may, upon request and subject to commercially reasonable terms, , obtain a non-exclusive license to use any inventions developed during the project for the purpose of use specified in his order. Unless otherwise agreed, the aforementioned right shall be exercised in writing towards Vivlion® within 6 months after receipt of the invention disclosure by the customer. The license terms shall include cost reimbursement for patent filings, maintenance, defence of the industrial property rights, and statutory inventor compensation, as well as compensation for the invention value and additional consideration for unexpected commercial success.The granting of an exclusive right of use for the intended application requires a separate, written agreement and shall likewise only be effected against payment of a normal market remuneration.

(3) In the case of joint inventions by employees of both parties, the parties shall determine rights and responsibilities on a case-by-case basis. Unless otherwise agreed, each party is entitled to use such inventions for its own purposes and to grant non-exclusive licenses to third parties without the other party's consent.

(4) Vivlion® shall notify the customer of any third-party property rights of which Vivlion® becomes aware during the performance of the order and that may conflict with the contractually agreed performance of the order.

§16 Copyrights

(1) If copyrightable research and development results are generated, the customer shall receive a non-exclusive, irrevocable, and transferable license for the agreed purposes, unless otherwise specified in the research contract. This license includes the rights to exploit, lease, reproduce, modify, and publicly distribute the work. Any modifications require prior written approval from the customer

(2) The provisions of § 13 shall apply accordingly.

Annex A: Limited License of THE BROAD INSTITUTE, INC.

As indicated in the individual offer, certain Vivlion® products are provided under a license agreement with the Broad Institute, Inc. ("Broad") that contains certain limitations and obligations ("Broad Intellectual Property"). Before placing an order or using these products, please read the terms and conditions set forth below. By purchasing these Products, the purchaser ("Limited Licensee") hereby agrees to be bound by the Limited License set forth below.

The following definitions apply to the Limited License:

"Commercial Purposes" means (a) the practice, performance or provision of any method, process or service, or (b) the manufacture, production, sale, use, distribution, disposition or importing of any product, in each case (a) or (b) for monetary or other consideration of any kind.

"Field" means use as a research tool for research purposes; provided, however, that notwithstanding the foregoing, the Field shall expressly exclude:

- any human or clinical use, including, without limitation, any administration into humans or any diagnostic or prognostic use;
- any human germline modification, including modifying the DNA of human embryos or human reproductive cells;
- any in vivo veterinary or livestock use;
- the development, manufacture, distribution, importation, exportation, transportation, sale, offer for sale, marketing, promotion or other exploitation or use of the Patent Rights or a Product for or as a therapeutic or diagnostic for humans or animals;
- products that provide nutritional benefits and are regulated by a regulatory authority as a drug or biologic pursuant to Section 505 of the Federal Food, Drug, and Cosmetic Act of 1938, as amended, Section 351 of the Public Health Service Act of 1944, as amended, or any successor laws, or equivalent laws or regulations in jurisdictions outside the United States;
- any agricultural use, including but not limited to the use or application in the cultivation, growth, manufacture, exportation, or production of any tobacco product; and
- any use or application relating to gene drive.

"HHMI" means Howard Hughes Medical Institute.

"HHMI Indemnitees" means HHMI and its trustees, officers, employees, and agents.

"Indemnitees" means the Institutions, their affiliates, and their current and former trustees, directors, officers, faculty, affiliated investigators, students, employees, medical and professional staff and agents and their respective successors, heirs and assigns.

"Institutions" means The Broad Institute, Inc. ("Broad"), a non-profit Massachusetts corporation with a principal office at 415 Main Street, Cambridge, MA 02142, USA; the Massachusetts Institute of Technology ("MIT"), a not-for-profit Massachusetts corporation with a principal place of business at 77 Massachusetts Avenue, Cambridge, MA 02139, USA; the President and Fellows of Harvard College ("Harvard"), an educational and charitable corporation existing under the laws of the Commonwealth of Massachusetts, having a place of business at Smith Campus Center, Suite 727E, 1350 Massachusetts Avenue, Cambridge, MA 02138, USA; the University of Iowa Research

Foundation ("Iowa"), a not-for-profit corporation existing under the laws of the State of Iowa, having a place of business at 112 N. Capitol Street, 6 Gilmore Hall, Iowa City, IA 52242, USA; the University of Tokyo ("UTokyo"), a national university corporation existing under the laws of Japan, having an office at 7-3-1 Hongo, Bunkyo-ku, Tokyo, 113-0033, Japan; The Rockefeller University ("Rockefeller"), a not-for-profit New York corporation with a principal place of business at 1230 York Avenue, New York, NY 10065, USA; New York University ("NYU"), a not-for-profit corporation existing under the laws of New York with a principal place of business at 70 Washington Square South, New York, NY 10012, USA; New York Genome Center ("NYGC"), a not-for-profit corporation existing under the laws of Delaware and with a principal place of business at 101 Avenue of the Americas, New York, NY 10013, USA; Whitehead Institute of Biomedical Research ("WHI"), a Delaware corporation with a principal place of business at 455 Main Street, Cambridge MA 02142, USA

"Product" means any Vivlion® product that contains Broad Intellectual Property as indicated by Vivlion® in the individual offer and in the product label.

The purchaser ("Limited Licensee") receives the non-transferable right to use Products solely for research conducted by such Limited Licensee in accordance with all of the following requirements:

(i) the Limited Licensee shall not sell or otherwise transfer Products (including without limitation any material that contains a Product in whole or in part) to any other person or entity or use Products to perform services for the benefit of any other person or entity except, in each case, as otherwise permitted under license to Limited Licensee from Broad or as otherwise permitted by Broad for non-profit use as provided at https://www.broadinstitute.org/partnerships/office-strategic-alliances-and-partnering/information-about-licensing-crispr-genome-edi;

(ii) the Limited Licensee shall use Products and components of the Products only for its internal research within the Field which may include internal research within the Field in connection with product research, but not for the production, manufacture or exploitation of any product or Product or Commercial Purposes,

(iii) the Limited Licensee shall use Products in compliance with all applicable laws and regulations, including without limitation applicable human health and animal welfare laws and regulations; provided, however, with respect to any jurisdiction that does not have laws, rules or regulations that govern genetically modified crops, the Limited Licensee shall use Products in compliance with all applicable laws, rules and regulations (including any rules, regulations, guidelines or other requirements of any regulatory authorities) of the United States federal government that may be in effect from time to time to the extent applicable to genetically modified crops;

(iv) Institutions shall provide no warranties of any kind to the Limited Licensee (statutory or implied) concerning its intellectual property or Products, including without limitation, as to product quality, condition, description, merchantability, fitness for a particular purpose, noninfringement of intellectual property rights or the absence of latent or other defects, and all such warranties are hereby expressly disclaimed;

(v) Institutions shall expressly disclaim any warranty regarding results obtained through the use of the Products, including without limitation any claim of inaccurate, invalid or incomplete results,

(vi) Institutions and their directors, trustees, officers, employees, agents, faculty, affiliated investigators, and students, shall have no liability to the Limited Licensee, including, without limitation, for any loss of use or profits, business interruption or any consequential, incidental,

special or other indirect damages of any kind, regardless of how caused and regardless of whether an action in contract, tort, strict product liability or otherwise,

(vii) the Limited Licensee shall indemnify, defend and hold harmless the Indemnitees and HHMI Indemnitees against any liability, damage, loss, or expense (including without limitation reasonable attorneys' fees and expenses) incurred by or imposed upon any of the Indemnitees or HHMI Indemnitees, as applicable, in connection with any claims, suits, investigations, actions, demands or judgments arising out of or related to (a) the exercise of any rights granted to the Limited Licensee under the Limited License, or (b) any breach of the Limited License by such Limited Licensee, and (c) any release, spill, emission, leaking, injection, outcross, deposit, disposal, discharge, dispersal, leaching or migration of material involving or arising from a Product (including any Product) into the atmosphere, soil, surface water, groundwater, sewer system or property, provided that, to the extent the foregoing is not permitted by law, the Limited Licensee agrees, to the extent permitted by law, that it, and not the Indemnitees or HHMI Indemnitees, as applicable, shall be responsible for any liability, damage, loss or expense arising out of or related to the exercise of any rights granted to the Limited Licensee under the Limited License or any breach of the Limited License by Limited Licensee, and

(viii) the Product and its use may be the subject of one or more issued patents and/or pending patent applications owned by one or more Institutions and the purchase of the Product does not convey a license under any claims in the foregoing patents or patent applications directed to the Product or use, production or commercialization thereof, except as expressly set forth in this Limited License.

(ix) Limited Licensee's right to use the Product will terminate immediately if he fails to comply with these terms and conditions. Limited Licensee shall, upon such termination of his rights, destroy all Products, Related Materials, and components thereof in his control, and notify Vivlion® of such in writing.

(x) (iv) to (viii) do not affect the responsibility of Vivlion® according to its General Terms and Conditions.

Annex B: Label License of ERS Genomics Limited

TERMS OF USE

BEFORE PLACING AN ORDER OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR PURCHASE OF THIS PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

The purchaser receives a non-exclusive, non-transferable right to use the Product, Progeny (meaning any unmodified descendant form of the Product), Modifications (meaning any modifications of the Product) and Unmodified Derivatives (meaning any substances created by the purchaser which constitute an unmodified functional subunit or product expressed by the Product) for RESEARCH USE ONLY, which, subject to the exclusions below, includes use to discover and develop any product, including therapeutic products, which may then be sold to third parties, provided, however, that such products do not incorporate the Product, Progeny, Modifications, or Unmodified Derivatives.

No “Commercial Use" is allowed. Commercial Use means any and all uses of the Product, Progeny, Modifications or Unmodified Derivatives thereof, or any modified cells or organisms created through use of the foregoing, including but not limited to:

1. Sale, transfer or provision of a service to a third party, provided that not-for- profit customers may transfer or provide services to scientific collaborators for academic and non-commercial research purposes, including consortia that include for-profit partners;
2. Use in any diagnostic, preventative, or therapeutic application;
3. Use in any veterinary, livestock or agricultural application;
4. Use in later stage development of therapeutics, diagnostics, prophylactics (e.g., hit-to-lead, lead optimization); and
5. Manufacturing of a product for sale.

For clarity, transfer of materials or provision of services by not for profit or academic core labs to their internal clients shall not constitute a Commercial Use.

The foregoing exclusions may be waived if the purchaser has obtained a license from ERS Genomics Limited for the excluded activities, provided that the customer has confirmed in writing to Vivlion® the existence of such a license.

Except for the rights granted herein, any and all rights to the Product, Progeny, Modifications or Unmodified Derivatives thereof, shall remain in Vivlion®. No ownership rights are transferred.

The purchaser shall have no right to assign the rights granted herein to third parties. The Product, Progeny, Modifications or Unmodified Derivatives thereof, must at all times remain in the possession of the purchaser, except for a transfer to a scientific collaborator or to a service provider, to perform services, solely on behalf of the purchaser.

ERS Genomics Limited is an intended third-party beneficiary under these Terms of Use.

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