



# Limited Commercial Use License (“LCUL”)

**For cell lines generated by inscreenex GmbH (“Inscreenex”), applicable worldwide.**  
*BEFORE PLACING AN ORDER OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH BELOW. BY USE OF THE PRODUCT, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LCUL.*

1. **Definitions.** In this LCUL the following shall mean:

**1.1. Commercial Use.** Means any (i) use of Licensed Materials to perform scientific and research services for the benefit of a third-party, such as reporting the results of Customers’ activities for a fee or other consideration, and (ii) any use of Licensed Materials for discovery, identification, validation or development of compounds, substances or other products intended for sale, license, lease, export, transfer or other distribution for financial gain or other consideration.

**1.2. Licensed Materials.** Means the Product, progeny (unmodified descendants of Product generated by Customer), derivatives (substances generated by Customer, which constitute a functional subunit or expression product of Product), modifications (any modification of the Product generated by Customer), either individually or jointly.

**1.3. Product.** The cell line(s) purchased by Customer from Inscreenex under this LCUL.

**1.4. Restricted Activities.** Means any activity for financial gain or other consideration that includes (i) the sale, license, lease, export, transfer or other distribution of Licensed Materials to a third party for financial gain or other consideration, (ii) the transformation of Licensed Materials into a commercial product and/or any incorporation in a commercial product intended for sale, license, lease, export, transfer or other distribution for financial gain or other consideration, (iii) the use of the Licensed Materials in manufacturing including use in a commercial manufacturing process such as fermentation, bioproduction or isolation processes, (iv) the use of Licensed Materials to perform quality control or release assays for manufacturing processes, or (v) the use of Licensed Materials for clinical, therapeutic, diagnostic or prophylactic purposes.

**1.5. Third-Party Contractor.** Means a contractor engaged by Customer under a written agreement conducting services for the benefit of Customer.

2. **License grant.** The purchase of the Product grants the Customer the non-exclusive, non-transferable, non-sublicensable license to use the purchased Product for Commercial Use only, subject to the conditions set out in this LCUL.

3. **Permitted use.** Customer represents and warrants that Licensed Materials will be used solely for Commercial Use.

4. **Use limitations.** Customer’s use of the Licensed Materials is subject to the following conditions and restrictions: (i) Customer shall not use the Licensed Materials for Restricted Activities, (ii) Customer shall not use the Licensed Materials for any therapeutic, prophylactic or diagnostic; or human or veterinary use, and (iii) Customer shall not transfer, distribute or otherwise provide access to Licensed Materials to any third-party entity or person, except as expressly allowed in Section 5.

5. **Transfer to Third-Party Contractor.** Customer shall be permitted to transfer the Licensed Materials to a Third-Party Contractor who utilizes the Licensed Materials solely to provide services to Customer and for the benefit of Customer, provided that a legal written agreement is in place and in force between Customer and Third-Party Contractor, whose terms: (i) shall not be less stringent than those set out in this LCUL, (ii) will provide that ownership of the Licensed Material is not transferred to the Third-Party Contractor, and (iii) will provide that Licensed Material may not be transferred to any third party by the Third-Party Contractor.

6. **Compliance with laws and regulations.** Customer will use the Licensed Materials in compliance with all applicable laws and regulations, including any applicable (i) human health laws and regulations, (ii) animal welfare laws and regulations, and (iii) laws and regulations that govern the use, storage and disposal of genetically modified organisms.

7. **Indemnification.** Customer will indemnify, defend and hold harmless Inscreenex against any liability, damage, loss or expense (including reasonable attorneys’ fees and expenses) incurred by or imposed upon them by your use of the Product.

8. **Liability.** Inscreenex shall have no liability to the Customer, including, without limitation, for any loss of use or profits, business interruption or any consequential, incidental, special or other indirect damages of any kind resulting from or relating to the Product or Customer’s use thereof.

9. **No Warranties.** THE PRODUCT IS SUPPLIED “AS IS” WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCT IS FREE FROM ANY THIRD-PARTY CLAIMS.

10. **Ownership and rights.** Inscreenex retains ownership of Licensed Materials including all rights and title in and to Licensed Materials. Customer retains ownership of (i) all data and information generated using the Licensed Materials, and (ii) any compounds, substances or other products discovered, identified, validated or developed under this LCUL, subject to the use restrictions set forth herein. Except for the rights granted under this LCUL, no other rights are transferred to Customer in relation to the Licensed Materials.

11. **Publication.** Customer may publish or present results of research relating to Licensed Materials in its sole discretion provided that Customer will mention Inscreenex as the source of the Product in all research, academic or scholarly publications as well as in patent applications that reference the Product.

12. **Term and termination.** The terms of this LCUL shall commence on the day the Product is received and continue in perpetuity. Customer may terminate this LCUL with immediate effect by providing notice to Inscreenex at any time. Inscreenex may terminate this LCUL with immediate effect by providing notice to Customer at any time, should Customer breach any provisions of this LCUL. Upon termination this LCUL, all rights and licenses granted to Customer shall automatically and immediately terminate, and Customer shall immediately cease all use and destroy all stocks of Licensed Materials, and Customer shall, upon Inscreenex’ request, certify such destruction in writing.

13. **General.** The terms of this LCUL shall be governed in accordance with German Law and the German courts shall have exclusive jurisdiction on any disputes arising out of or in connection with this LCUL.

**For any use of the Product outside the terms of this LCUL, including any use listed in Restricted Activities contact our Business Development & Licensing team at [licensing@inscreenex.com](mailto:licensing@inscreenex.com).**

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