



Limited Use Label License (“LULL”)

Academic Research

For cell lines generated by inscreenex GmbH (“Inscreenex”), applicable worldwide. Before using the Cells, please read this LULL carefully. By opening, culturing, or using the Cells, the purchaser (“Customer”), meaning the non-profit academic or research institution or governmental entity (including public health authorities and any branch of the armed forces) identified in the order documentation, acknowledges and accepts this LULL and agrees to be bound by its terms. If Customer does not accept this LULL, Customer must not use the Cells.

1. Permitted Use. “Cells” means the cell line(s) supplied by Inscreenex under the order documentation, and any viable unmodified descendants thereof (progeny). Upon purchase, Customer receives a limited, non-exclusive, non-transferable right to use the Cells solely for internal, non-commercial research purposes and only at the facility/laboratory at the shipment address identified in the order documentation. The Cells and any of their non-viable derivatives (functional subunit or expression products) are not for any clinical, therapeutic, prophylactic, diagnostic, human, or veterinary use.

2. No transfer or sharing. Except as expressly permitted under Section 3 below, Customer may not share, transfer, distribute, sell, sublicense, or otherwise make the Cells available to any other person or entity, including other researchers, laboratories, departments, collaborators, core facilities, or other sites of Customer, without Inscreenex’s prior written consent.

3. Limited internal core facility use. Customer may provide limited quantities of the Cells to an internal core facility solely to perform analytical or technical services for Customer’s permitted research, provided that the core facility (i) uses the Cells only for that purpose, (ii) does not further transfer the Cells, (iii) does not make copies except as necessary for that purpose, and (iv) returns or destroys any remaining Cells (and copies) upon completion of the services. Customer remains responsible for the core facility’s compliance.

4. No commercial use or third-party services. Customer may not use the Cells and any of their non-viable derivatives (functional subunit or expression products) (i) for any commercial or for-profit purpose, (ii) to perform research or scientific services for or on behalf of any third party (including fee-for-service testing or screening), or (iii) as or in any product or service for sale or distribution (including devices, kits, or organ-on-chip systems), without Inscreenex’s prior written consent and a separate license. Sponsored research is permitted and will not be considered a prohibited third-party service provided that Customer does not provide the Cells to the sponsor or any other third party and the sponsor receives only results/data.

5. Publications. If Customer publishes or presents results obtained using the Cells, Customer will acknowledge Inscreenex as the source of the Cells.

6. Ownership. Inscreenex owns the Cells and any progeny. Except for the limited rights expressly granted in this LULL, no other rights are granted or transferred.

7. Compliance with law. Customer will handle and use the Cells in accordance with all applicable laws and regulations, including those governing biosafety, genetically modified organisms and animal welfare.

8. No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CELLS ARE SUPPLIED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of liability. Inscreenex shall be liable without limitation for intent and gross negligence and for injury to life, body, or health, and for mandatory liability under applicable law. Otherwise, to the extent permitted by law, Inscreenex will not be liable for indirect or consequential damages (including loss of profits or business interruption), and Inscreenex’s total liability arising out of or relating to the Cells or this LULL will not exceed the amount paid by Customer for the Cells giving rise to the claim.

10. Term, termination and breach. This LULL begins when Customer receives the Cells and continues until terminated. Any use or transfer not permitted by this LULL is a material breach and Inscreenex may terminate this LULL immediately. Upon termination, Customer must immediately stop using the Cells and destroy all remaining stocks of Cells in Customer’s control and, upon Inscreenex’s request, certify such destruction in writing.

11. Governing law and jurisdiction. This LULL is governed by the laws of Germany, excluding conflict-of-law rules, and the courts of Braunschweig, Germany shall have jurisdiction over any dispute arising out of or in connection with this LULL, to the extent permitted by applicable law.

12. General. This LULL governs the license and permitted use of the Cells and prevails over conflicting terms in any purchase order or other document issued by Customer with respect to such license and use. Notices and requests for consent under this LULL must be in writing and delivered to Inscreenex at the contact details in the order documentation. If any provision of this LULL is held invalid or unenforceable, the remaining provisions will remain in effect. Any obligations that by their nature should survive termination (including restrictions on transfer and use, destruction, disclaimers and limitations of liability, ownership, and governing law) survive termination of this LULL.

For any use of the Product outside the terms of this LULL, including any use listed in Restricted Activities contact our Business Development & Licensing team at licensing@inscreenex.com.

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