



# Limited Use Label License (“LULL”)

## Industry 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, Customer 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. Definitions.** For purposes of this LULL, any Cells, Derivatives, or Modifications generated by a Third-Party Contractor in accordance with Section 3.2 are deemed generated by Customer.

**1.1. Affiliate.** Means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means ownership of more than 50% of the voting securities or other ownership interest, or the power to direct management.

**1.2. Allowed Activities.** Means internal research and development activities conducted by or for Customer (including by a Third-Party Contractor as permitted under Section 3.2) to (a) discover, identify, validate and develop compounds or other substances and related data (drug discovery) and/or (b) establish, develop, optimize and validate assays, protocols and analytical methods (assay development), in each case excluding Restricted Activities.

**1.3. Cells.** Means the cell line(s) supplied by Inscreenex to Customer as identified in the applicable order documentation, and any viable unmodified descendants thereof, including cells resulting from passaging, expansion, culturing, or subcloning.

**1.4. Customer.** Means the legal entity that purchases the Cells from Inscreenex, as identified in the applicable order documentation, and its Affiliates.

**1.5. Derivatives.** Means any non-viable substances derived from the Cells or Modifications including functional subunits (including cell lysates, cell fractions, organelles, membranes, or subcellular components) and expression products (including proteins and other expressed biomolecules), excluding data, analyses, and reports.

**1.6. Licensed Materials.** Means the Cells, Derivatives, and Modifications.

**1.7. Modifications.** Means any modified version of the Cells, including any genetic, epigenetic, chemical, or other modification, and any viable descendants thereof.

**1.8. Restricted Activities.** Means any of the following (whether or not for consideration), with respect to Licensed Materials: (i) sale, sublicense, other distribution, or transfer to any third party except as expressly permitted under this LULL; (ii) use as or in a product for sale or distribution including devices, kits, or organ-on-chip systems; (iii) use in manufacturing or production including fermentation, bioproduction, or isolation, or in quality control or lot/batch-release testing for manufacturing or production; (iv) use for clinical, therapeutic, diagnostic, prophylactic, human, or veterinary purposes; or (v) use to perform services for, or on behalf of, any third party other than Customer.

**1.9. Third-Party Contractor.** Means a contractor engaged by Customer under a written agreement to conduct services solely to provide services to Customer and for the benefit of Customer.

**2. Grant of rights, permitted use and use limitations.** Upon purchase of the Cells and subject to this LULL, Inscreenex grants Customer a limited, non-exclusive, non-transferable license to use the Licensed Materials solely for Allowed Activities. No other rights are granted. Customer shall not, and shall not permit any third party to, use the Licensed Materials for any Restricted Activities.

### 3. Transfer and use by others.

**3.1. Transfer and use within Customer.** Customer may use the Licensed Materials at any Customer site or laboratory and may transfer them among Customer sites and laboratories solely for Allowed Activities.

**3.2. Third-Party Contractor transfer and use.** Customer may transfer Licensed Materials to a Third-Party Contractor only to perform services for Customer and for Customer’s benefit and only for Allowed Activities, provided that Customer has a written agreement in force with such Third-Party Contractor that (i) is no less protective than this LULL, (ii) provides that no ownership in the Licensed Materials is transferred, (iii) prohibits further transfer, any use except to perform such services, and copying except as necessary to perform such services, and (iv) requires return or destruction of the Licensed Materials and any remaining copies upon completion of the services (or earlier upon Customer’s request). Customer remains responsible for the Third-Party Contractor’s compliance.

**3.3. No other transfers.** Except as expressly permitted under this Section 3, Customer shall not distribute, transfer, or otherwise make available the Licensed Materials to any third party.

**4. Compliance with laws and regulations.** Customer shall use the Licensed Materials in compliance with all applicable laws and regulations, including (i) human health laws and regulations, (ii) animal welfare laws and regulations, and (iii) laws and regulations governing the use, storage, handling, transport, and disposal of genetically modified organisms. Customer is responsible for compliance by its Affiliates and Third-Party Contractors.

**5. Liability.** Inscreenex shall be liable without limitation for (i) intent and gross negligence, (ii) injury to life, body, or health, and (iii) mandatory liability under applicable law. For ordinary negligence, Inscreenex shall be liable only for breach of a material contractual obligation, and such liability shall be limited to the typical, foreseeable damage. To the extent permitted by law, Inscreenex shall not be liable for indirect or consequential damages, including loss of profits or business interruption. Except for liability for intent or gross negligence, injury to life, body, or health, and mandatory liability under applicable law, Inscreenex’s aggregate liability under this LULL shall not exceed the amounts paid by Customer for the Cells giving rise to the claim.

**6. 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.

7. **Ownership and rights.** Inscreenex owns the Cells, including any unmodified Cells contained in or incorporated into any Modifications. Customer owns Derivatives and Modifications created by or on behalf of Customer, and all results, data, and products discovered or developed using the Licensed Materials. Derivatives and Modifications remain subject to use restrictions in this LULL.

8. **Term and termination.** This LULL commences upon Customer's receipt of the Cells and continues until terminated. Customer may terminate this LULL at any time upon written notice to Inscreenex. Inscreenex may terminate this LULL upon written notice to Customer if Customer materially breaches this LULL and fails to cure such breach within thirty (30) days after notice (or immediately if the breach is not curable). Upon termination, all rights granted to Customer terminate immediately, and Customer shall cease all use and destroy all stocks of Licensed Materials in Customer's control and, upon Inscreenex's request, certify such destruction in writing.

9. **General.** This LULL is governed by the laws of Germany, excluding its conflict-of-law rules, and the courts of Braunschweig, Germany shall have exclusive jurisdiction over any dispute arising out of or in connection with this LULL. Notices and requests for consent under this LULL must be in writing and delivered to the contact details in the applicable order documentation, unless a party has provided updated contact details in writing. If any provision of this LULL is held invalid, the remaining provisions will remain in effect. This LULL constitutes the entire agreement regarding the license and permitted use of the Licensed Materials and supersedes conflicting terms in any purchase order or other document issued by Customer with respect to such license and use. Customer may not assign or transfer this LULL without Inscreenex's prior written consent, except that Customer may assign this LULL without consent to a successor in connection with a merger, reorganization, or sale of substantially all of Customer's assets, provided that the assignee agrees in writing to be bound by this LULL. 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](mailto:licensing@inscreenex.com).**

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