

SUPPLEMENTAL TERMS AND CONDITIONS OF SALE FOR VMAX™ CELL PRODUCTS

THIS LLUL IS APPLICABLE TO CUSTOMER'S PURCHASE OF VMAX™ CELLS ("VMAX CELL PRODUCTS") AND IS INTENDED TO BE PART OF AND INCORPORATED INTO THE CODEX DNA GENERAL TERMS OF SALE. ALL TERMS, CONDITIONS, DISCLAIMERS, RESTRICTIONS AND LIMITATIONS SET FORTH IN THE CODEX DNA GENERAL TERMS OF SERVICE WHICH ARE NOT IN DIRECT CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH IN THIS LLUL, ARE INCORPORATED HEREIN AND WILL APPLY TO YOUR USE OF THE CELL PRODUCTS. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE CODEX DNA GENERAL TERMS AND CONDITIONS OF SALE:

1. Vmax Cell Products Use and Restrictions.

- **Ownership.** As between Codex DNA and Customer, Codex DNA owns (a) the Vmax Cell Products, all parts, progeny, modifications, any derivatives (exclusive of expression products), and uses of the foregoing, (b) and all intellectual property rights to each of the foregoing (collectively ("Codex DNA Rights"). To the extent Customer nonetheless obtains any rights in and/or to the foregoing, Customer hereby transfers and assigns to Codex DNA all such rights, title and interest, and agrees to take such actions as may be reasonably necessary to vest, secure, perfect, protect or enforce Codex DNA Rights.
- **Research Use Limited License.** The purchase of Vmax Cell Products conveys to Customer, solely a limited, non-exclusive, non-transferable right, without the right to grant sub-licenses, to use the purchased Vmax Cell Products **FOR INTERNAL RESEARCH USE ONLY AND NOT FOR HUMAN, ANIMAL, THERAPEUTIC OR DIAGNOSTIC USE.**
- **Restrictions.** Any commercial use of the Vmax Cell Products is strictly prohibited. Customer agrees not to conduct any of the following activities with respect to any Vmax Cell Products, or any part, progeny, modification or derivative thereof, without the express written permission from Codex DNA:
 - Propagate, reverse engineer or perform any genetic engineering activities that will result in genetic modifications of the chromosome;
 - Sell, distribute or transfer, for any purpose, for or without a fee or other consideration, to any third party;
 - Use as in commercial applications of any kind including, without limitation, manufacturing, quality control or in connection with providing a service or product or research results for a fee or other consideration to a third party, or as part of a commercial manufacturing process; nor
 - Use for therapeutics or drugs or in humans or animals for any purpose.
 - The Vmax Cell Products are or may be the subject of a patent application. Except as provided in this addendum, no express or implied licenses or other rights are provided to Customer under any patents, patent applications, or other proprietary rights of Codex DNA. Customer may not use the Vmax Cell Product to support the filing of a patent application in any country in the world that contains claims directed to the Vmax Cell Products or their uses.
- For information on purchasing a license to the Vmax Cell Products for purposes other than internal research use, Customer may send a written request to the Codex DNA licensing department at help@codexdna.com.

2. **Termination.** Codex DNA may terminate the license in the event Customer fails to comply with the terms of this LLUL and Codex DNA General Terms of Service. Upon termination or expiration of the license, Customer must destroy all Vmax Cell Products, Progeny, Modifications, and provide Codex DNA a certificate of destruction within 5 business days from the termination or expiration date.

3. **Authorization and Permits.** For Vmax Cell Products which require international, federal or state authorizations or permits in connection with shipping, handling, storage or use thereof, Customer may be required to provide Codex DNA evidence of such authorizations prior to shipping of Cell Products to Customer.

4. **Indemnity.** Customer agrees to defend, indemnify and hold Codex DNA harmless from and against all liabilities, damages, costs, expenses and claims arising from or based upon Customer's prohibited use of any Vmax Cell Products, or any part, progeny, modification or derivative thereof, and the storage, handling and transport thereof.

5. Limited Warranties. NOTWITHSTANDING SECTION 8.1 OF THE CODEX DNA GENERAL TERMS OF SERVICE, VMAX CELL PRODUCTS ARE SUPPLIED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCT IS FREE FROM ANY THIRD-PARTY CLAIMS.