CellMosaic®

PROPRIETARY TECHNOLOGY ADDENDUM
TO GENERAL TERMS AND CONDITIONS FOR CUSTOM SERVICES

This Proprietary Technology Addendum (the "Addendum") supplements CellMosaic, Inc.'s General Terms and Conditions for Custom Services (the "General Terms") and applies to Services expressly identified in an applicable Quote or Routine Synthesis Order as using Proprietary Technology. Capitalized terms not defined here have the meanings stated in the General Terms.

1. Incorporation; Acceptance; Priority: This Addendum becomes part of the Contract when: (i) Customer and CellMosaic sign it; or (ii) an applicable Quote, Routine Synthesis Order, or order confirmation expressly incorporates or references it and the corresponding order becomes binding under the General Terms. If this Addendum conflicts with the General Terms or the applicable Quote or Routine Synthesis Order regarding Proprietary Technology, Joint Materials, ownership, licensing, permitted use, or commercialization, this Addendum controls. A later commercial-use license signed by both parties controls over this Addendum for its stated subject matter.

2. Definitions: For purposes of this Addendum:

(a) *Proprietary Technology*: AqT®, NeIon™, oxLink™, sxLink™, and any other CellMosaic linker, reagent, platform, method, process, know-how, material, or technology that the applicable Quote, Routine Synthesis Order, service page, or order confirmation expressly identifies as proprietary or commercial-use restricted.

(b) *Customer Material*: a proprietary antibody, protein, peptide, nucleic acid, small molecule, or other material supplied by or on behalf of Customer for the Services, excluding any Proprietary Technology.

(c) *Joint Material*: a conjugate or other tangible material prepared by CellMosaic through the direct incorporation or application of Proprietary Technology to a Customer Material. The term describes the physical combination of the parties' respective materials and does not, by itself, create joint ownership of intellectual property, a partnership, a joint venture, or a Joint Invention. Joint Material does not include Customer's independently developed data, general knowledge, discoveries, inventions, drug candidates, or other materials that neither contain nor were directly produced using Proprietary Technology.

(d) *Assay and Diagnostic Field*: research, development, evaluation, and validation of in vitro analytical, research-use, or diagnostic assays and related reagents. It excludes therapeutic or prophylactic products and any administration to humans or animals.

(e) *Therapeutic Feasibility Studies*: small-scale, exploratory in vitro studies or nonclinical in vivo animal studies using delivered Joint Material solely to evaluate initial therapeutic feasibility or proof of concept. Such studies may evaluate preliminary biological activity, efficacy, pharmacology, pharmacokinetics, biodistribution, or tolerability, but exclude formal toxicology or safety-pharmacology studies; IND-enabling or other regulated development; studies intended to support an IND, clinical trial application, or similar regulatory filing; process or formulation development intended for clinical use; scale-up, validation, or GMP manufacture; human clinical trials; and administration to humans.

3. Ownership: Ownership is allocated as follows:

(a) *Customer Property*: Customer retains all right, title, and interest in Customer Materials, Customer Data, Customer Materials, and Customer Background Technology. Nothing in this Addendum transfers ownership of those items to CellMosaic.

(b) *CellMosaic Property*: Subject to Section 3(d), CellMosaic retains all right, title, and interest in Proprietary Technology, CellMosaic Background Technology, Process Information, and all improvements, modifications, derivatives, and know-how relating primarily to them, whether developed before, during, or after the Services ("Proprietary Technology Improvements"). Customer assigns to CellMosaic any interest it may acquire in Proprietary Technology Improvements and will execute reasonable documents, at CellMosaic's expense, to confirm that ownership.

(c) *Joint Materials and Project Data*: Upon full payment, Customer will own the physical units of Joint Material delivered to Customer and the project-specific characterization data expressly identified as deliverables. Customer's ownership of those physical units and data does not transfer ownership of Proprietary Technology incorporated into or used to produce the Joint Material and does not grant any implied patent, manufacturing, commercial-use, or other license beyond Section 4. Customer retains ownership of the Customer Material incorporated into the Joint Material. CellMosaic retains ownership of Proprietary Technology, Proprietary Technology Improvements, CellMosaic Background Technology, Process Information, and associated intellectual property incorporated into or used to produce the Joint Material.

(d) *Inventions*: Invention ownership is allocated as follows. (i) "Customer Inventions" means inventions made in connection with the Services for which only Customer personnel qualify as inventors under applicable patent law and that are directed solely to the Customer Material, Customer Background Technology, or its biological activity, excluding Proprietary Technology

and Proprietary Technology Improvements. Customer owns Customer Inventions. (ii) "CellMosaic Inventions" means inventions made in connection with the Services for which only CellMosaic personnel qualify as inventors under applicable patent law and that are directed to Proprietary Technology, conjugation chemistry, linker architecture, manufacturing processes, analytical methods, formulation technology, or Proprietary Technology Improvements. CellMosaic owns CellMosaic Inventions. (iii) "Joint Inventions" means inventions made in connection with the Services for which personnel of both parties qualify as inventors under applicable patent law. Inventorship will be determined in accordance with applicable patent law. An invention is not a Joint Invention merely because it relates to, results from, or is embodied in a Joint Material. (iv) The parties will jointly own Joint Inventions, subject to the use and commercialization restrictions in this Addendum. Neither party may license, assign, commercialize, enforce, or otherwise exploit a Joint Invention without the other party's prior written consent. If a Joint Invention arises, the parties will negotiate in good faith regarding disclosure, patent prosecution, costs, enforcement, licensing, and commercialization.

4. **Limited Research and Feasibility License:** Subject to full payment and continued compliance with the Contract, CellMosaic grants Customer a limited, nonexclusive, nontransferable, and non-sublicensable license to possess and use the delivered Joint Material and any CellMosaic Invention incorporated into or necessarily practiced through its permitted use solely for: (i) Customer's internal research, development, evaluation, and validation activities within the Assay and Diagnostic Field; and (ii) Therapeutic Feasibility Studies. All nonclinical animal studies must comply with applicable law and required institutional, ethical, and animal-welfare approvals. The permitted activities may support Customer's commercial business or product-development decision-making but do not authorize IND-enabling development, regulatory submission, clinical development, or Commercial Use. Customer may provide Joint Material to a contractor or contract research organization solely as permitted under Section 6. No license is granted to make or have made Proprietary Technology or Joint Material, or to practice any CellMosaic patent except as strictly necessary for the permitted use of the delivered Joint Material.

5. **Restricted Uses:** Unless CellMosaic gives prior written authorization or the parties sign a separate written collaboration or license agreement, Customer shall not: (i) sell, offer for sale, lease, license, sublicense, distribute, or otherwise transfer Proprietary Technology or a Joint Material, except to a contractor as expressly permitted under Section 6; (ii) grant a third party any independent right to use Proprietary Technology or Joint Material; (iii) use Proprietary Technology or Joint Material to provide contract research, analytical, screening, conjugation, manufacturing, or other services for a third party for a fee or other consideration; (iv) conduct or authorize formal toxicology, safety-pharmacology, IND-enabling, or other studies intended to support an IND, clinical trial application, or similar regulatory filing; (v) reference, include, or rely upon Joint Material or data concerning Joint Material in an IND, clinical trial application, or similar regulatory filing; (vi) use Proprietary Technology or Joint Material for process development, formulation development, scale-up, validation, GMP manufacture, quality control, or release of a product intended for clinical or commercial use; (vii) administer Joint Material to a human or use it in a clinical trial, veterinary clinical treatment, or clinical diagnostic procedure; or (viii) reverse engineer, deconstruct, analyze for the purpose of reproducing, or attempt to manufacture Proprietary Technology. The activities described in clauses (i) through (viii) constitute "Commercial Use," regulated development, or other restricted use under this Addendum. For clarity, Therapeutic Feasibility Studies conducted in accordance with Section 4 do not constitute Commercial Use or regulated development.

6. **Contractors and Affiliates:** Customer may provide a Joint Material to an employee or contractor solely to perform permitted work on Customer's behalf, at Customer's facilities or the contractor's facilities, provided the recipient is bound in writing by confidentiality, use, transfer, intellectual-property, and return-or-destruction restrictions at least as protective as the Contract. Customer remains responsible for the recipient's acts and omissions. Transfer to an Affiliate or any work performed for an Affiliate's independent benefit requires CellMosaic's prior written approval.

7. **Further Development, Clinical, and Commercial Rights:** If Customer wishes to proceed beyond Therapeutic Feasibility Studies, the parties must enter into a separate written collaboration or license agreement before Customer conducts formal toxicology, IND-enabling development, regulatory submission, clinical development, clinical or GMP manufacture, or commercialization involving Joint Material. The separate agreement may address development responsibilities, technology transfer, manufacture and supply, field and territory, exclusivity, development milestones, diligence, regulatory responsibilities, patent rights, sublicensing, fees, royalties, quality requirements, and other applicable terms. CellMosaic has no obligation to enter into such an agreement. Requests may be sent to orders@cellmosaic.com.

8. **No Resale; No Implied Rights; Markings:** Except for the limited license expressly stated in Section 4, no right or license is granted by implication, estoppel, exhaustion, or otherwise. Customer shall not remove or obscure patent, license, research-use, or proprietary notices supplied with a deliverable and shall reproduce applicable notices in records reasonably associated with transferred samples permitted under Section 6.

9. **Research and Feasibility Use; Non-GMP Status:** Unless a separate written agreement expressly states otherwise, Joint Material is supplied only for internal research and Therapeutic Feasibility Studies, is non-GMP, and is not authorized under this Addendum for formal toxicology, IND-enabling development, regulatory submission, human clinical trials, administration to humans, veterinary clinical treatment, clinical diagnosis, or commercial use. Permitted nonclinical animal feasibility studies must be conducted in accordance with Section 4 and all applicable legal, institutional, ethical, and animal-welfare requirements.

10. **Records and Compliance Confirmation:** Customer shall maintain reasonable records sufficient to demonstrate compliance with the permitted-use restrictions. If CellMosaic reasonably believes a material breach has occurred, Customer will, upon reasonable written request, provide a written certification of compliance signed by an authorized representative. This section does not require disclosure of Customer's unrelated confidential research information.

11. **Term; Termination; Effect:** This Addendum continues for as long as Customer possesses or uses Proprietary Technology or Joint Material, or practices a CellMosaic Invention or Joint Invention. CellMosaic may terminate the license in Section 4 upon Customer's material breach if Customer does not cure the breach within thirty (30) days after written notice; no cure period is required for an unauthorized transfer or Commercial Use that cannot reasonably be cured. Upon termination, Customer shall stop the affected use and, at CellMosaic's election, return or destroy affected materials and certify destruction, except that one archival sample may be retained solely if required by law and remains subject to this Addendum. Sections 3 and 5 through 12, and any accrued payment obligations survive termination.

12. **General:** The confidentiality, warranty, indemnification, limitation-of-liability, governing-law, dispute, and miscellaneous provisions of the General Terms apply to this Addendum. Nothing here creates a partnership, joint venture, fiduciary relationship, or co-ownership of a business or product. The term "Joint Material" describes a physical material produced by combining a Customer Material with Proprietary Technology. Creation of a Joint Material does not establish joint inventorship or joint ownership of intellectual property. Joint inventorship exists only when personnel of both parties qualify as inventors under applicable patent law.