Cytiva Standard Terms and Conditions for the Sale of ELEVECTA™ and CAP™ Cell Lines

Cevec Pharmaceuticals GmbH is a company registered in Germany, a member of the international group of companies doing business as Cytiva and has its address at Edmund-Rumpler-Str. 5, 51149 Köln (Cologne), Germany ("**Cytiva**").

Cytiva owns valuable technology, including know-how and patents, relating to cell lines and processes for the production of viral vectors for gene therapy. Cytiva has provided you ("**Buyer**") with a quotation in respect of the sale of a quantity of vials of one or more of the cell lines listed in Table 1 and as further specified in such quotation ("**Cell Line Products**").

Table 1: Cytiva Cell Line Products

Product	Product Code	Product Name	Features [1]
CAP RUO	CLPID-1101	CAP™ Ad Cell Line	A
CAP GMP	CLPID-1102	CAP™ Ad Cell Line	A
ETCL RUO	CLPID-1201	ELEVECTA™ Transient Cell Line	B; C
ETCL GMP	CLPID-1202	ELEVECTA™ Transient Cell Line	B; C

[1] A: Based on CAP™ cell line; B: Based on HEK-293 cell line (see Sections 4.3 and 4.4); C: Modified using CRISPR-Technology (see Section 4.5 and Annex 2).

1 Structure, Formation and Terms of Contract

1.1 The sale by Cytiva of Cell Line Products as specified in a purchase order or other written indication of Buyer's desire to purchase the same from Cytiva (the "**PO**") is subject to the terms and conditions set out herein (these "**Terms**").

1.2 By placing a PO, Buyer makes an offer to purchase the specified Cell Line Products, pursuant to these Terms, consisting of (a) the quantity of Cell Line Products requested; (b) the requested delivery date(s) for the Cell Line Products; (c) the unit price for the Cell Line Products; (d) the billing address; and (e) the delivery location; each as specified in the PO, ((a) to (e) inclusive being the "**Basic PO Terms**"), together with (f) any additional commercial terms (the "**Quote Terms**") specified in any relevant and matching quotation or proposal provided by Cytiva to Buyer prior to submission of the PO and which is valid at the date of Cytiva's receipt of the PO (the "**Quote**"); and on no other terms.

1.3 Cytiva will only be deemed to have accepted Buyer's offer to purchase on issue of a corresponding Order Confirmation, at which point a contract for the sale by Cytiva and purchase by Buyer of the quantity of Cell Line Products specified shall come into existence comprised as follows:

a) the Order Confirmation;
b) the Quote Terms;
c) these Terms; and
d) the Basic PO Terms;

(together the "**Contract**"). In the event of any inconsistency between the above documents, they shall prevail over each other in the order shown.

1.4 The Contract comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral. Any additional, different or inconsistent terms and conditions contained or referenced in the PO or any other document or communication provided by Buyer at any time to Cytiva shall not apply and are hereby rejected.

1.5 Where these Terms are provided in Buyer's local language, such local language version will prevail over the English language version in case of conflict.

2 Quotes

2.1 All quotations issued by Cytiva for the supply of Cell Line Products are valid for the period stated in the quotation or, if none is stated, for sixty (60) days from the date the quotation was issued.

2.2 All sums in quotations issued by Cytiva are stated exclusive of Indirect Taxes.

3 Interpretation

In these Terms:

3.1 "**ADVEC**" means AdVec Inc., Ancaster, Ontario, Canada.

3.2 "**ADVEC Technology**" means certain human embryo kidney cells (HEK-293 cells), which were developed by Dr. F. L. Graham, Professor of Biology and Pathology and Molecular Medicine of McMaster University.

3.3 "**Affiliate**" means any entity that directly or indirectly controls (through ownership of share capital or the legal power to direct or cause the direction of management), is controlled by, or is under common control with, a Party.

3.4 "**CRISPR Licensors**" means (a) Editas Medicine, Inc, a Delaware corporation with a principal office located at 11 Hurley Street, Cambridge, MA 02141 and having an exclusive license with the CRISPR Institutions under certain patent rights covering the CRISPR Technology ("**Editas**"); (b) the Broad Institute, Inc., a non-profit Massachusetts corporation ("**Broad**"); (c) the Harvard College, an educational and charitable corporation existing under the laws and the constitution of the Commonwealth of Massachusetts, having a place of business at Smith Campus Center, Suite 727, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 ("**Harvard**"); (d) the Howard Hughes Medical Institute ("**HHMI**"); (e) the Massachusetts Institute of Technology, a not-for-profit Massachusetts Corporation with a principal place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 ("**MIT**"); (f) the Rockefeller University ("**Rockefeller**", with Broad, Harvard, HHMI, MIT and Rockefeller jointly referred to as the "**CRISPR Institutions**"); and (g) ERS Genomics Limited, a company organized under the laws of Ireland and having a principal place of business at 88 Harcourt Street, Dublin 2, Ireland.

3.5 "**CRISPR Technology**" means an enzymatically active or inactive Cas9 endonuclease combined with a nucleic acid moiety that preferentially binds to a specified DNA sequence and targets the endonuclease to the DNA sequence, where either the endonuclease or nucleic acid moiety can be engineered and/or linked to an effector moiety.

3.6 "**Cytiva Intellectual Property**" has the meaning given in Section 12.1.

3.7 "**Delivered**" means, in respect of each unit of Cell Line Products ordered under the Contract, Cytiva has completed its obligations under the Contract relating to the delivery of the same to (or, if applicable, collection by or on behalf of) Buyer.

3.8 "**Indirect Taxes**" means any Value Added Tax, sales and use tax, goods and services tax and similar taxes.

3.9 "**Not-for-profit Organization**" means a corporation, trust, association, cooperative, or other organization that is operated primarily for social welfare, civic improvement, sport, recreation, or any other purpose in the public interest, including academic and translational research at universities and research centers, but not exclusively for charitable purposes, and no part of whose income is payable to or otherwise available for the personal benefit of any of its proprietors, members or shareholders.

3.10 "**Order Confirmation**" means a written confirmation of Cytiva's acceptance of Buyer's offer to purchase described in Section 1.2, issued by Cytiva, including a document titled 'Order Confirmation', an email or notification confirming such acceptance.

3.11 "**Representatives**" means, with respect to a Party, such Party's officers, directors, employees, contractors, representatives, consultants and agents.

3.12 "**Research License**" has the meaning given in Annex 1.

3.13 "**Research License Scope**" has the meaning given in Annex 1.

3.14 "**Specifications**" means the technical and/or functional description and/or set of requirements and/or design relating to a Product which is published by Cytiva and/or (to the extent applicable) agreed in writing with Buyer.

3.15 "**Third Party**" means any person other than Cytiva or its Affiliates forming the group of companies operating under the Cytiva brand.

3.16 "**Warranty Period**" means, the duration of the warranty specified in Section 10.1 (or, if different, such other duration specified in the Contract).

3.17 References to a "**Party**" or "**Parties**" mean a party or the parties (or their permitted assigns) to the Contract.

3.18 References to the word "**include**" or "**including**" shall mean including without limitation.

4 Purchasing and Use of Cell Line Products

4.1 If Cytiva and Buyer have entered into a Material Transfer Agreement or License Agreement under which Cytiva grants Buyer rights to use the Cell Line Products ("**Separate License Agreement**"), the terms of such applicable Separate License Agreement shall govern such use and shall take precedence over these Terms to the extent of any conflict or inconsistency.

4.2 For all Cell Line Products, in the absence of a Separate License Agreement and subject to the remainder of this Section 4, Buyer is granted hereunder the limited use research license set out in **Annex 1**.

4.3 Cell Line Products listed in Table 1 as containing Feature B have been derived from the ADVEC Technology, for which Cytiva has licensed from ADVEC the rights to use for research and commercial purposes. In order to be eligible to purchase Cell Line Products listed in Table 1 as containing Feature B, Buyer must either (a) have its own license to use the ADVEC Technology (and therefore does not require a sublicense in respect thereof from Cytiva), (b) have a Separate License Agreement (under which Cytiva grants a sublicense in respect of its rights to use the ADVEC Technology) or (c) be a Not-for-profit Organization (in which case Section 4.4 below shall apply),

4.4 Only if Buyer is a Not-for-profit Organization, to the extent that Buyer purchases Cell Line Products listed in Table 1 as containing Feature B, the Research License granted in respect of such Cell Line Products (under Annex 1) includes a non-exclusive, non-transferable, non-sublicensable sublicense to the respective rights from ADVEC to the ADVEC Technology for use in research and development activities, including process development, but excluding

manufacturing under GMP and any testing in clinical studies. As a condition of such grant, Buyer agrees (a) that Cytiva shall be allowed to disclose to ADVEC the fact that a transfer of such Cell Line Products to Buyer has occurred, provided that ADVEC is bound by similar confidentiality obligations to those binding Cytiva under the Contract; and (b) to use such Cell Line Products only in accordance with the Research License and within the Research License Scope.

4.5 Cell Line Products listed in Table 1 as containing Feature C have been developed under license from the CRISPR Licensors utilizing CRISPR Technology. The use of any such Cell Line Products under the Research License granted under Annex 1 is also subject to the terms and conditions specified in Annex 2.

5 Cancellation and Returns

5.1 Buyer may not cancel, modify or (save as expressly specified herein) terminate the Contract, nor delay, defer or change deliveries (including delivery dates notified by Cytiva) under the Contract, nor return any Cell Line Products (each a "**Contract Reduction**"), without Cytiva's express prior written consent. Such consent may be withheld at Cytiva's sole discretion and shall only be granted on the condition that Buyer pays all fees, charges and/or costs that Cytiva determines as being applicable as a result of such Contract Reduction, including all termination/ cancellation fees, restocking fees, storage fees, insurance and freight fees.

6 Price

6.1 Subject to the remainder of this Section 6, the price payable by Buyer for (i) the Cell Line Product(s) (the "**Price**") and (ii) delivery of the Cell Line Products ("**Shipping and Handling**") under the Contract ((i) and (ii) together, the "**Contract Price**") will be as specified in the Order Confirmation.

6.2 Unless expressly specified in writing, the Price does not include any services and, if any such services are required by Buyer, Cytiva may charge a fee at its then-current rate for any services performed (and the Parties shall enter into a separate agreement in respect of such services).

6.3 If either (A) delivery is requested beyond the calendar year in which (i) Cytiva provided the Quote (if any) or (ii) Buyer submitted the PO, or (B) the confirmed delivery date is not in that calendar year, then Cytiva reserves the right to revise the Price and/or Shipping and Handling to reflect pricing applicable in the calendar year of delivery.

6.4 Cytiva may at any time, on written notice to Buyer, modify the Contract Price for Cell Line Products to acknowledge and mitigate the impact of increases in Cytiva's and/or its Affiliates' costs relating to manufacturing, raw materials, energy, labor, logistics, freight and/or currency fluctuations. Such modification shall not exceed 5% of the Contract Price for the ordered quantity of Cell Line Products.

6.5 Charges for shipping and handling of Cell Line Products shall be as specified in the relevant Quote. Cytiva reserves the right to impose additional charges to cover any shipping requirements specified by Buyer in addition to Cytiva's standard practice.

7 Delivery

7.1 Any term of delivery shall be construed according to the latest edition of Incoterms.

7.2 Unless expressly specified otherwise in the Contract, Cell Line Products will be delivered DAP (Incoterms) if Buyer's ship to address is in the United States of America, Puerto Rico, Canada, a member state of the European Union, Monaco, Norway, Switzerland or the United Kingdom; CPT (Incoterms) if Buyer's ship to address is in Morocco, Pakistan or Tunisia; FCA Origin (Incoterms) if Buyer's ship to address is in The Russian Federation; or CIP (incoterms) for all other ship to destinations and (whichever delivery terms apply) Buyer shall be liable to pay Cytiva's charges in respect of Shipping and Handling added in accordance with the Contract.

7.3 Any delivery dates or shipment dates specified in the PO are requested dates only and Cytiva shall have no obligation to meet such dates. Cytiva will from time to time notify Buyer of applicable dates scheduled for shipping and/or delivery of Cell Line Products.

7.4 Cytiva may deliver partial shipments of Cell Line Products to Buyer and ship Cell Line Products as they become available.

7.5 Cytiva will use commercially reasonable efforts to avoid delay in delivery of Cell Line Products on the date(s) notified by Cytiva for delivery. Failure to deliver by the specified date will not be cause for cancellation, termination or the application of any penalties or credits, nor will Cytiva be liable for any loss or damage due to delay in delivery.

7.6 Buyer shall not refuse to accept delivery of any Cell Line Products tendered in accordance with the Contract.

8 Invoicing & Payment

8.1 Without prejudice to Cytiva's right to submit invoices to Buyer for sums due as otherwise specified in or anticipated by the Contract, Cytiva may submit invoices for Cell Line Products on shipment.

8.2 Buyer shall pay all invoiced amounts due to Cytiva: (i) in full and without set-off; (ii) in the invoiced currency; (iii) by electronic transfer to the account specified in Cytiva's invoice; and (iv) (subject to Section 8.4) within thirty (30) days from the date of Cytiva's invoice.

8.3 If any amount is not paid to Cytiva when due under the Contract, Cytiva may, without prejudice to any other rights it may have under the Contract or applicable law: (i) suspend performance and/or cancel any of its outstanding obligations hereunder; and/or (ii) charge Buyer (and Buyer shall pay) interest on all overdue sums at the lesser of (A) the rate of 1.5% per month or (B) the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Cytiva for all costs incurred in collecting any late payments, including reasonable attorneys' fees.

8.4 Sales are subject to Cytiva's credit approval and if warranted, in Cytiva's opinion, by Buyer's financial condition, past late payment or other circumstances, Cytiva may require Buyer to provide letters of credit, pre-payment, security or other assurance satisfactory to Cytiva.

8.5 Cytiva may set-off any sums due to it from Buyer against any payments due from Cytiva to Buyer.

8.6 To mitigate the risk of banking fraud, Buyer must verbally confirm any new or changed bank transfer or mailing instructions it receives from (or purportedly from) Cytiva by calling Cytiva and speaking with an accounts receivable representative before mailing or transferring any monies using the new instructions. Cytiva will confirm the correct information related to the relevant transaction to Buyer. Both Parties agree that they will provide a ten (10) day grace period between giving the other Party notice of mailing or bank transfer instruction changes and requiring payments to be made so such changes can be verified.

9 Taxes

9.1 All payments required to be made by Buyer to Cytiva under the Contract are stated exclusive of Indirect Taxes.

9.2 In the event that Indirect Taxes are properly due under any applicable law, regulation or otherwise, this shall be charged by Cytiva in addition to any other amounts due and shall be payable by Buyer on receipt of a valid invoice (as required by the relevant taxing authority) issued by Cytiva.

9.3 Cytiva will only issue invoices without relevant Indirect Taxes charged if Buyer provides a full and correctly completed exemption certificate (or other documentation required by the relevant legislation) to Cytiva at the time of submission of the PO. If such exemption documentation is provided to Cytiva after the PO, then Cytiva will provide relevant tax credits to Buyer following Cytiva's receipt of benefit from any relevant taxing authority for any Indirect Taxes previously charged which are subject to the exemption documentation.

9.4 Buyer shall, promptly following written notice, reimburse Cytiva for any Indirect Taxes assessed against Cytiva by any taxing authority as a result of exemption documentation incorrectly completed by Buyer plus any interest and/or penalties thereon.

9.5 Each Party is responsible for any personal property or real estate taxes on property that the Party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

9.6 All payments shall be made by Buyer in full, free and clear of all deductions (including withholding taxes). If any such withholding or deduction is required by law, Buyer shall gross-up the amounts due hereunder in order that the payments provided for under the Contract are paid fully such that Cytiva is in the same position as if no withholding or deduction had taken place. Buyer shall furnish to Cytiva within one (1) month accurate official receipts from the appropriate governmental authority for all deducted or withheld taxes.

10 Warranty

10.1 Subject to Sections 10.2 to 10.4 inclusive, Cytiva warrants that on delivery and until the earlier expiry of either (i) the specified shelf-life of the Cell Line Products or (ii) twelve (12) months from delivery, the Cell Line Products will materially conform with the Specifications and be free of material defects in workmanship and materials.

10.2 All claims under the warranty set out in Section 10.1 must be made in writing and received by Cytiva within the Warranty Period.

10.3 All warranties provided by Cytiva in relation to Cell Line Products are non-transferable.

10.4 In the event of a defect, Cytiva shall (at its discretion) either rectify the defect or deliver a replacement. Cytiva shall be entitled to at least two attempts to remedy the defect, unless a second or further attempt to remedy the defect is unreasonable and can be refused by Buyer in good faith for justified reasons. If the subsequent performance fails or if Cytiva refuses the subsequent performance, Buyer shall be entitled to reduce the purchase price or - in case of substantial defects - to withdraw from the Contract. SUBJECT TO THE FOREGOING. CYTIVA'S ENTIRE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE

REMEDY FOR A BREACH OF THE WARRANTY SET OUT IN SECTION 10, IS LIMITED TO REPLACEMENT OR REFUND AT THE SOLE OPTION OF CYTIVA.

10.5 The application of any remedy under warranty will not extend the duration of the Warranty Period.

10.6 EXCEPT FOR THE WARRANTY SET OUT IN SECTION 10, CYTIVA GIVES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CELL LINE PRODUCTS INCLUDING ANY WARRANTY OF (A) SATISFACTORY QUALITY; (B) MERCHANTABILITY; (C) FITNESS FOR A PARTICULAR PURPOSE; OR (D) NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED BY LAW (EXCEPT FOR ANY IMPLIED WARRANTY OF TITLE) OR OTHERWISE.
WITHOUT LIMITATION TO THE FOREGOING, CYTIVA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CELL LINE PRODUCTS WILL: MEET BUYER'S REQUIREMENTS; ACHIEVE ANY INTENDED RESULTS; BE COMPATIBLE, OR WORK WITH ANY OTHER GOODS, SOFTWARE, APPLICATIONS, HARDWARE, EQUIPMENT, SYSTEMS OR SERVICES; OPERATE WITHOUT INTERRUPTION; MEET ANY PERFORMANCE OR RELIABILITY STANDARDS; OR BE ERROR FREE.

11 Warranty Exclusions

11.1 Cytiva shall have no liability under any warranty (including those in Section 10) in respect of or arising from: (i) the use of Cell Line Products in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not supplied or recommended in writing by Cytiva; (ii) specifications or materials supplied by Buyer; (iii) fair wear and tear; (iv) fraud, negligence or wilful misconduct of Buyer or any of its Affiliates or Representatives; (v) shipping, storage or working conditions after delivery; (vi) misuse or use of Cell Line Products otherwise than in accordance with Cytiva's written recommendations, instructions or specifications; (vii) any alteration, modification, or enhancement of Cell Line Products by Buyer or any Third Party without Cytiva's prior written consent; (viii) any allegation that Buyer's use of Cell Line Products infringes the intellectual property rights of any Third Party; (ix) any damage caused after delivery of Cell Line Products; (x) transfer, or use of Cell Line Products in a location other than the place of delivery; or (xi) any Cell Line Products, if all sums due in respect of the same are not paid in full when due (save where the sole reason for such non-payment is the breach of a warranty set out in Section 10 relating to that Cell Line Product and of which Cytiva has been informed in accordance with Section 10.2).

12 Intellectual Property Rights

12.1 All ideas, concepts, whether patentable or not, inventions, improvements or discoveries, and all related intellectual property rights, that are: (a) created, prepared, reduced to practice or disclosed by Cytiva to Buyer hereunder; (b) non-transient modifications or non-transient derivatives of the Cell Line Products or components thereof, and/or (c) based upon, derived from, or utilizing the Confidential Information of Cytiva, shall be and shall at all times remain the property of Cytiva ("**Cytiva Intellectual Property**"). Buyer hereby assigns to Cytiva all Buyer's right, title and interest in Cytiva Intellectual Property and agrees to complete such formalities as are required to secure ownership of the Cytiva Intellectual Property for Cytiva. No right, title or interest in any patents, trademarks, trade names or trade secrets, Cytiva Intellectual Property or any other intellectual property rights of Cytiva (whether in any of the Cell Line Products or otherwise) shall pass or transfer to Buyer and Cytiva shall at all times retain ownership rights therein. Notwithstanding the foregoing, Cytiva grants Buyer a non-exclusive, non-transferable license to use the Cytiva Intellectual Property only to the extent necessary and solely for Buyer's use of the Cell Line Products in accordance with the Contract. Buyer shall not disclose any Cytiva Intellectual Property to any Third Party without Cytiva's prior written consent.

12.2 As a condition of Cytiva's supply to Buyer of Cell Line Products, Buyer shall not and shall cause its employees, agents and Representatives not to (in each case directly or indirectly): (i) use any Cell Line Product beyond the terms of the license held by Buyer in respect of the use of such Cell Line Product, (ii) conduct, cause or permit any genome sequence analysis and/or reverse engineering, (iii) alter or modify any Cell Line Product, (iv) otherwise take any action contrary to Cytiva's rights in the technology and intellectual property rights relating to any Cell Line Product, or (v) assist or ask others to do any of the foregoing.

12.3 Buyer shall not use any trade marks, trade names, branding, brand names or logos of Cytiva or its Affiliates without Cytiva's prior written consent.

12.4 Subject always to Section 13, Buyer may publish results obtained by using the Cell Line Products in accordance with the relevant license, provided that such publication cites Cytiva as the provider of the Cell Line Products and references the relevant Cell Line Products according to the description set out in Table 1.

13 Confidentiality

13.1 All information disclosed by either Party ("**Discloser**") to the other ("**Recipient**") that is designated as confidential ("**Confidential Information**") shall, (subject to Section 13.3) for not less than 5 (five) years from the date of such disclosure, be kept confidential by Recipient who shall during such period: (a) not disclose it to any third party (other than, on a need to know basis, its Representatives bound by written obligations of confidentiality no less onerous than those on Recipient under the Contract) and (b) not use it for any purpose other than as required in order to exercise its rights and fulfil its obligations under the Contract.

13.2 Confidential Information shall not include information which:

a) is or becomes publicly known (other than as a result of unauthorised disclosure by Recipient or its Representative);

b) is disclosed to Recipient by a third party lawfully entitled to make such disclosure;

c) Recipient can prove from written records was known to it before disclosure to it hereunder; or

d) Recipient is required to disclose by law or pursuant to a legally enforceable order or judgment.

13.3 The restrictions in Section 13.1 (a) and (b) shall apply in perpetuity in relation to all Confidential Information identified by Cytiva as its trade secrets.

13.4 Recipient shall promptly, following Discloser's request, return to Discloser or destroy all Confidential Information.

13.5 Nothing in the Contract shall prevent either Party seeking injunctive relief to prevent breach of this Section 13.

14 Liability

14.1 SUBJECT TO SECTION 14.3,

a) Cytiva shall not be liable for any damage caused by it, its legal representatives or vicarious agents due to simple negligence. This exclusion of liability shall not apply to damages resulting from:
(i) injury to life, body or health,
(ii) the assumption of a contractual guarantee and
(iii) a breach of material contractual obligations, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the Contract and on the fulfilment of which Buyer relies and may reasonably rely.

b) Where Section 14.1a) (ii) or (iii) apply, Cytiva's liability shall be limited to the extent of the warranty or, in the case of negligent breach of essential contractual obligations, to the foreseeable damage typical for the Contract. Claims under the Product Liability Act shall remain unaffected.

c) Typical and foreseeable damages in terms of Section 14.1a) (iii) do not include indirect damages, in particular consequential damages due to loss of business or production and loss of profit.

d) In all other respects, Cytiva's total liability shall be limited to gross negligence and to the total value of the Contract.

e) The limitations of liability in Sections 14.1a) to 14.1d) inclusive shall also apply accordingly to third parties, insofar as these are included in the scope of protection of the Contract.

f) Buyer shall indemnify Cytiva against all claims asserted by a third party to the extent that the reason for the claim is based on culpable conduct of Buyer (e.g. in case of an infringement of intellectual property rights based on Buyer's specifications/requirements) and shall pay for the damages and costs, including the necessary legal defence, resulting from such a claim. Buyer agrees to fully assist Cytiva in any necessary legal defence.

g) Claims for damages shall become statute-barred one year after Buyer has become aware of the damage and its obligation to pay compensation or should have become aware of the damage without gross negligence. Claims under the Product Liability Act, for injury to life, body or health, for intent and gross negligence and for defects shall remain unaffected.

14.2 SUBJECT TO SECTIONS 14.1 AND 14.3, IN NO EVENT SHALL CYTIVA'S AGGREGATE LIABILITY ARISING OUT OF, IN CONNECTION WITH, OR OTHERWISE RELATING TO THE CONTRACT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CYTIVA FOR THE CELL LINE PRODUCT GIVING RISE TO SUCH LIABILITY.

14.3 NOTHING IN THE CONTRACT LIMITS OR EXCLUDES ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED OR EXCLUDED.

15 Indemnities

15.1 Each Party shall defend, indemnify, and hold harmless the other from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) ("**Damages**") incurred or suffered by such indemnified Party arising, directly or indirectly, from third party claims related to fraud, gross negligence or wilful misconduct by the indemnifying Party and/or its Affiliates or Representatives in connection with the Contract.

15.2 Buyer shall defend, indemnify, and hold harmless Cytiva and its Affiliates, and their respective Representatives (together the "**Indemnitees**"), from and against any and all Damages incurred or suffered by the Indemnitees arising, directly or indirectly, from: (i) any claims alleging infringement of Third Party intellectual property rights arising from Buyer's use of Cell Line Products; (ii) any changes or alterations to Cell Line Products made by persons other than

Cytiva; (iii) use of Cell Line Products in combination with products not supplied by Cytiva; (iv) use of Cell Line Products which is not expressly permitted by a license expressly granted by Cytiva to Buyer; and/or (v) use of Cell Line Products in a manner or environment, or for any purpose, for which Cytiva did not design them, or contrary to Cytiva's written recommendations or instructions.

15.3 Notwithstanding any other term of this Section 15, the indemnifying Party shall not be liable for damages caused by the indemnified Party. Neither Party will be responsible for any settlement of a claim made without its prior written consent.

16 Term & Termination

16.1 The Contract comes into force in accordance with Section 1.3 and shall continue in force until each of the Parties have fulfilled their obligations under the Contract and any and all licenses granted under the terms of the Contract have expired or the Contract is terminated in accordance with its terms.

16.2 Subject to applicable law, the Contract may be terminated by either Party immediately on written notice to the other if such other Party:

a) is in material breach of its obligations under the Contract and either (i) such breach is not capable of remedy, or (ii) the other Party fails to remedy such breach within thirty (30) days after receipt of written notice from the non-breaching Party requiring that it be remedied; or

b) becomes insolvent, files a petition for bankruptcy or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

17 Force Majeure

17.1 Neither Party shall be liable for (or deemed to be in breach of contract as a result of) any failure of or delay in performing any of its obligations under the Contract (other than any payment obligation) if such failure or delay is due to any cause beyond the reasonable control of such Party, including war, terrorism, riots, fire, explosion, flood, earthquake, extreme weather, insurrection, strikes, lock-outs or labor disputes (including relating to its own employees), epidemics, pandemics, contagion, disease or quarantine, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of or inability to obtain material, detention of equipment at customs, delayed or refused issue of export licenses, import or export embargoes, sanctions, acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, (each, a "**Force Majeure Event**"). Such non-performance will be excused for as long as such Force Majeure Event continues. The affected Party shall give prompt written notice of such Force Majeure Event to the other Party. If the Force Majeure Event exceeds two (2) months, Cytiva may terminate the Contract on written notice without liability.

18 Data Protection

18.1 Buyer and Cytiva shall comply with data protection laws applicable to their respective processing of personal data under the Contract. Cytiva shall process personal data for the purposes of providing the Cell Line Products, in accordance with Buyer's instructions.

18.2 Where Buyer discloses personal data to Cytiva in connection with the Contract, the following provisions shall apply:

a) Personal data shall be disclosed to Cytiva to the extent reasonably necessary for Cytiva to provide the Cell Line Products.

b) Buyer hereby consents to all actions taken with respect to the personal data it discloses to Cytiva consistent with Cytiva's Privacy Policy, including the use of subcontractors and data transfers.

c) Personal data will be processed as long as necessary to deliver the Cell Line Products to Buyer.

d) Cytiva shall ensure that any individuals authorized by it to process personal data are bound by appropriate obligations of confidentiality.

e) Cytiva shall reasonably assist Buyer with exercising Buyer's data controller obligations stemming from applicable privacy laws, including in relation to data subject rights, data breach notifications and providing necessary documentation.

f) Cytiva shall make available to Buyer all information necessary to demonstrate compliance with the obligations laid down in applicable data privacy laws and reasonably allow for and contribute to audits, including inspections, conducted by Buyer, at Buyer's sole expense.

g) Cytiva shall promptly inform Buyer if, in its opinion, an instruction infringes applicable data privacy laws.

18.3 Prior to and during the Contract, Buyer may provide Cytiva with personal data relating to its personnel or other individuals involved in the use of the Cell Line Products. Buyer consents to the processing of this personal data by Cytiva, its Affiliates and their respective suppliers, and shall, to the extent legally required, provide appropriate notice (Cytiva's Privacy Policy) to each individual or obtain requisite consent to such processing of their personal data for the following specific purposes: (i) performing the Contract; (ii) providing information about Cytiva products and services (e.g. regulatory updates); (iii) transferring personal data as specified in Section 18.4 and (iv) satisfying legal or regulatory requirements.

18.4 Cytiva may transfer personal data relating to Buyer's personnel or other individuals involved in the use of the Cell Line Products to recipients located in jurisdictions that do not offer the same level of data protection. Cytiva does this based on the EU's Standard Contractual Clauses or another legally approved mechanism. To the extent Buyer is the data controller of such data and if applicable, Buyer will (i) provide appropriate notice to the relevant individuals (Cytiva's Privacy Policy), (ii) obtain any consent, if applicable, (iii) provide individuals with applicable choices with respect to the use, disclosure or other processing of their personal data, and (iv) provide individuals with the opportunity to exercise their right to access their personal data.

18.5 Buyer agrees that Cytiva may process certain de-identified and/or aggregated data for the purposes described in Sections 18.2 and 18.3. Buyer agrees that the performance data related to the Cell Line Products collected by Cytiva for internal use will be used by Cytiva in accordance with all applicable laws and regulations in a manner that will maintain confidentiality.

19 Governing Law and Jurisdiction

19.1 The Contract is made and shall be exclusively interpreted in accordance with the laws of Germany, without recourse to its conflict of laws principles. The regional court of Cologne, Germany shall have exclusive jurisdiction and venue over all disputes arising out of or in connection with the Contract.

20 Export Control

20.1 Buyer is aware that Cell Line Products and technical data supplied by Cytiva may be subject to multi-jurisdictional export control and sanctions regulations including the laws/measures of the United Nations, United States (including the Export Administration Regulations administered by the US Commerce Department Bureau of Industry and Security and the regulations and sanctions administered by the US Treasury Department´s Office of Foreign Assets Control), Member States of the European Union, United Kingdom, China, and Singapore (collectively "**Export Control Laws**"), and agrees to comply with all such applicable restrictions regarding exports, re-exports, in-country transfers and other matters applicable to Buyer's business activities in connection with the Contract including obtaining any required licenses, authorizations and/or approvals.

20.2 Buyer shall take no action that would cause Cytiva to violate any Export Control Laws and shall provide Cytiva with the information necessary for Cytiva to perform required analysis and due diligence and where necessary seek export authorizations and/or ensure compliance with the same. Buyer shall not sell, transfer, export or re-export any Cell Line Products or technical data for any prohibited use in contravention of any Export Control Laws, including for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles capable of their delivery, nor use any Cell Line Products or technology in any facility which engages in activities relating to such weapons.

20.3 Unless authorized by the relevant competent authority within the EU, Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any Cell Line Products supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Where applicable, Buyer shall implement and maintain controls to ensure that the purpose of the foregoing is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of this Section 20.3 will constitute a material breach of an essential element of the Contract and Cytiva shall be entitled to seek appropriate remedies including, but not limited to: (i) termination of the Contract; and (ii) a penalty equal to 100% of the total value of the Contract or the price of the Cell Line Products exported, whichever is higher. Buyer shall immediately inform Cytiva about any problems in applying this Section 20.3 including any relevant activities by third parties that could frustrate the purpose hereof and make available to Cytiva information concerning compliance with Buyer's obligations hereunder within two (2) weeks of Cytiva's request.

21 Miscellaneous

21.1 Assignment; Subcontracting. Neither Party may assign, delegate or otherwise transfer its rights and obligations under the Contract, in whole or part, without the prior written consent of the other Party. Notwithstanding the foregoing, Cytiva may without Buyer's consent: (A) assign its rights and obligations to (i) one or more of its Affiliates; or (ii) a successor to, or purchaser of that portion of its business to which the Cell Line Products pertain; (B) assign any of its accounts receivable to any third party; and (C) appoint sub-contractors, at its discretion, to fulfil any of its obligations under the Contract (and, where it does, Cytiva shall be liable for the actions and omissions of such sub-contractors as if they were its own).

21.2 Entire Agreement. Each Party acknowledges and agrees that, in entering into the Contract, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract.

21.3 No Third Party Beneficiaries. The Contract is entered into for the sole benefit of and may only be enforced by the Parties and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

21.4 Notices. All notices required to be given under the Contract shall be in writing and delivered to the relevant Party's registered office of principal place of business or such other address as the relevant Party has specified for service of the same. A copy of each such notice sent by Buyer to Cytiva concerning breach or termination of the Contract or any claim or dispute relating to the Contract shall also be sent by Buyer to contractnotices@cytiva.com within 24 hours.

21.5 Relationship. The relationship of the Parties hereunder is that of independent contractors. Nothing in the Contract shall be deemed to create a partnership, joint venture or similar relationship between the Parties, and no Party shall be deemed to be the agent of the other Party.

21.6 Amendment and Modification. Save for those made pursuant to Sections 6.3 and 6.4, no amendments or modifications to the Contract shall be valid unless made in writing and signed by an authorised representative of each Party.

21.7 Signatures. Unless expressly required by these Terms, neither the Contract itself nor any written document issued pursuant to it, requires a signature.

21.8 Severability.

a) Should individual provisions of these Terms not become part of the Contract in whole or in part, or should they be void, ineffective or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected.

b) Insofar as provisions of these Terms do not become part of the Contract or are void, invalid or unenforceable, the content of the Contract shall primarily be governed by the statutory provisions (§ 306 para. 2 BGB). However, if no suitable statutory provisions exist for this purpose, the Parties shall agree (subject to the possibility and priority of a supplementary interpretation of the Contract) on effective provisions which come as close as possible in economic terms and in terms of their meaning and purpose to the provisions which have not become an integral part of the Contract or which are void or ineffective.

c) If the Contract proves to be incomplete for reasons other than those mentioned in Section 21.8a) (in particular due to the absence of provisions, e.g. due to overlooking points requiring provisions), the Parties shall, subject to the possibility and priority of a supplementary interpretation of the Contract, agree on effective provisions which come as close as possible to the economic objectives of the Contract.

21.9 Waiver. Failure or delay by either Party to enforce any of its rights under the Contract shall not prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

21.10 Rights Cumulative. The rights and remedies provided under the Contract are cumulative and (save as expressly otherwise provided in the Contract) not exclusive of any rights or remedies provided at law or in equity.

21.11 Survival. Termination or expiry of the Contract, howsoever occurring will not (i) prejudice any rights or obligations of the Parties accrued prior to such termination or (ii) affect any provision of these Terms which is expressly or by implication intended to come into effect on, or continue in effect after, such termination or expiry (including provisions relating to payment, confidentiality, limitations of liability and indemnity obligations).

22 Risk & Title

22.1 Risk of damage to or loss of the Cell Line Products passes to Buyer in accordance with the applicable delivery term.

22.2 Title to the Cell Line Products passes to Buyer on Cytiva's receipt of full payment in respect thereof.

22.3 In case of non-payment by Buyer, Cytiva may, without prejudice and in addition to any other rights it has under the Contract or applicable law, take back all or part of the Cell Line Products and dispose of these in any way it deems fit to mitigate the consequences of such non-payment.

23 Prohibition on resale

23.1 Buyer represents that it is purchasing the Cell Line Products for its own use consistent with the terms of the Contract and agrees that it shall not at any time, without the express prior written consent of Cytiva, re-sell, assign, transfer or distribute the Cell Line Products to any third party.

24 Specification Changes

24.1 Cytiva reserves the right, upon notice to Buyer, to make any change in the Specifications of Cell Line Products which does not materially affect the performance, use or price of the Cell Line Products under the Contract.

25 Acceptance

25.1 Buyer shall notify Cytiva in writing within five (5) days of receipt of the relevant Cell Line Products of any short delivery, wrong delivery or defect that is reasonably discoverable on careful examination, after which the shipment shall be deemed accepted. Cytiva's sole obligation shall be, at its option, to deliver the missing Cell Line Products or credit the amount invoiced in respect thereof (in the case of short delivery or wrong item delivery) and to replace or repair any defective Cell Line Products.

26 Health & Safety

26.1 Buyer shall ensure that:

a) the Cell Line Products (provided they comply with their Specifications) are suitable and safe for Buyer's intended use;

b) the Cell Line Products are handled in a safe manner;

c) containers, packaging, labeling, equipment and vehicles, where provided by Buyer, comply with all relevant national and international safety regulations.

Annex 1

LIMITED USE RESEARCH LICENSE FOR CELL LINE PRODUCTS

A non-transferable, non-sublicensable, limited license to only use the Cell Line Products for internal research and non-clinical development purposes accompanies the purchase of the Cell Line Products from Cytiva. Any other use, including GMP manufacturing, will require a separate license from Cytiva.

1. **Research License Grant.** Subject to the terms and conditions of this Agreement, Cytiva hereby grants to Buyer a non-exclusive, non-transferable and non-sublicensable license under the Cytiva Intellectual Property solely within the Research License Scope (the "**Research License**").
2. **Research License Scope**. The Research License shall be restricted to the use of the Cell Line Products to perform internal research and development under non-GMP conditions, including process development, but excluding manufacturing under GMP and any testing in clinical studies (the "**Research License Scope**"). Any use of any Cell Line Product beyond the Research License Scope, including, without limitation: (a) any commercialization of the any Cell Line Product or its components, (b) use of any Cell Line Product or its components in connection with providing services to Third Parties, whether paid or unpaid, (c) the use of any Cell Line Product or its components as a therapeutic agent or diagnostic test component, (d) the use of any Cell Line Product or its components to produce material for use in human clinical trials; or (e) the transfer or resale of any Cell Line Product or its components, progeny or derivatives, are expressly excluded from the Research License Scope and are strictly prohibited. Cell Line Products delivered to Buyer shall be maintained in Buyer's sole possession and control and shall not be distributed, transferred, or sold by Buyer to any Third Party.
3. **Compliance**. Buyer shall conduct the activities as covered by the Research License and the Research License Scope in compliance with the terms of the Contract and all applicable laws and regulations, including applicable human health and animal welfare laws and regulations. Buyer shall conduct all activities diligently, using at least a standard of professional skill and care that is customary in the pharmaceutical industry.

Annex 2

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CELL LINE PRODUCTS MODIFIED USING CRISPR TECHNOLOGY (LISTED IN TABLE 1 AS CONTAINING FEATURE C)

1. Buyer agrees that Cytiva may disclose to the CRISPR Institutions and to Editas the fact that a transfer of Cell Line Products to Buyer has occurred, provided that such parties are bound by similar confidentiality obligations to those binding Cytiva under this Agreement.
2. Buyer shall not (i) use the Cell Line Products to make any product other than a viral vector that is intended to be used for gene therapy and that is proprietary to Buyer, (ii) use the Cell Line Products to perform services for the benefit of any other individual or entity, or (iii) sell or otherwise transfer any Cell Line Product to any other individual or entity.
3. Buyer acknowledges that Cytiva does not grant Buyer under the Contract any rights (a) to use, practice or otherwise exploit any CRISPR Technology; (b) to use, sell, distribute, offer for sale or otherwise commercialize therapeutic or diagnostic products that contain CRISPR Technology, or (c) to use the Cell Line Products for any therapeutic or diagnostic use, whether ex vivo or in vivo.
4. Buyer agrees that it shall not, and shall procure that its Affiliates do not, use or register the name "The Broad Institute, Inc.," "Wyss Institute for Biologically Inspired Engineering at Harvard University," "President and Fellows of Harvard College," "Massachusetts Institute of Technology," "Lincoln Laboratory," "Rockefeller University," "Howard Hughes Medical Institute", or any variation, adaptation, or abbreviation thereof (alone or as part of another name) or any

logos, seals, insignia or other words, names, symbols or devices that identify such individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity ("**Person**") or any of such Persons' schools, units, divisions or affiliates or any trustee, director, officer, staff member, employee, student or other agent of such Person for any purpose in connection with the Contract, or in a manner that reasonably could constitute an endorsement of a commercial product or service; except as required by applicable law or otherwise with the prior written approval of, and in accordance with restrictions required by, such Person.

5. Buyer acknowledges specifically that the CRISPR Institutions provide no warranties of any kind to Buyer (statutory or implied) concerning: (i) the Cell Line Products, including as to product quality, condition, description, merchantability, fitness for a particular purpose, noninfringement of intellectual property rights or the absence of latent or other defects; or (ii) results obtained through the use of the Cell Line Products, including any claim of inaccurate, invalid or incomplete results, and that such warranties have been expressly disclaimed by the CRISPR Institutions.
6. Buyer shall, at its own expense, maintain insurance, including product liability insurance, bodily harm insurance and property insurance and any other insurances customary in Buyer's industry, in an amount consistent with industry standards for claims and actions that might be brought against it in connection with the activities contemplated to be performed by Buyer hereunder.
7. Buyer acknowledges that the CRISPR Institutions, and their directors, trustees, officers, employees, agents, faculty, affiliated investigators, and students, shall have no liability to Buyer, including for any loss of use or profits, business interruption or any consequential, incidental, special or other indirect damages of any kind, regardless of how caused and regardless of whether an action in contract, tort, strict product liability or otherwise.
8. Buyer shall indemnify, defend and hold harmless the CRISPR Institutions and each of their current and former directors, governing board members, trustees, officers, faculty, affiliated investigators, medical and professional staff, employees, students and agents, and their respective successors, heirs and assigns (jointly the "**CRISPR Indemnitees**"), against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses) incurred by or imposed upon any of the CRISPR Indemnitees, as applicable, in connection with any claims, suits, investigations, actions, demands or judgments arising out of or related to products made with the Cell Line Products or any use thereof (including any product liability claims), or the use of the Cell Line Products, or any breach of the Contract by Buyer, provided that, to the extent the foregoing is not permitted by law, Buyer agrees, to the extent permitted by law, that it, and not the CRISPR Indemnitees, shall be responsible for any liability, damage, loss or expense arising out of or related to products made with the Cell Line Products or any use thereof (including any product liability claims) or the use of the Cell Line Products, or any breach of this Agreement by Buyer. Buyer and Cytiva agree that the CRISPR Institutions are intended third party beneficiaries of the rights granted to them in this Annex 2 for the purpose of enforcing their rights under this Annex 2.