

## **Cytiva Lipid Nanoparticles Evaluation Services Terms and Conditions**

- 1. Introduction.** Global Life Sciences Solutions Canada ULC, a Canadian corporation with a principal office at #400-1055 Vernon Drive, Vancouver, BC, V6A 3P4, Canada, doing business as Cytiva ("Cytiva"), and Customer (together referred to as the "**Parties**" and each, individually, as a "**Party**") desire that certain studies be conducted by Cytiva (the "**Studies**") as more fully described in the attached statement of work signed by both Parties (the "**Statement of Work**" or "**SOW**") and subject to the terms and condition of this Agreement.
- 2. Definitions.**
  - 2.1 "Agreement"** means these terms and conditions and the attached Statement of Work signed by both Parties.
  - 2.2 "Affiliate"** means a legal entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purpose of this definition only, "control" and, with correlative meanings, the terms "controlled by" and "under common control with" means (i) the possession, directly or indirectly, of the power to direct the management or policies of a legal entity, whether through the ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) the ownership, directly or indirectly, of more than 50% of the voting securities or other ownership interest of a legal entity.
  - 2.3 "Background Technology"** means both Cytiva Background Technology and/or Customer Background Technology, as applicable.
  - 2.4 "Customer"** means the customer set forth in the attached Statement of Work.
  - 2.5 "Customer Background Technology"** means technology and know-how relating to the Customer Technology, which technology and know-how in each case (a) is owned or controlled by Customer or its Affiliate and (b) exists as of and/or was conceived prior to the Effective Date, or is developed or obtained by Customer independent of activities under this Agreement, without the use of Cytiva Confidential Information, and all Intellectual Property claiming or covering such technology and know-how related to Customer Technology.
  - 2.6 "Customer-Owned Improvements"** means any invention or discovery, conceived or discovered in the course of the Studies by any Party (or the Parties jointly), whether patentable or not, to the extent (a) directly related to the Customer Background Technology, Customer Study Materials, and any Intellectual Property claiming or covering such invention or discovery, and (b) not directly related to the Cytiva Background Technology, or the Cytiva Study Materials.
  - 2.7 "Customer Technology"** means the Customer expertise set forth in the attached Statement of Work.
  - 2.8 "Confidential Information"** of a disclosing Party shall mean the terms of this Agreement and all information (scientific, clinical, regulatory, marketing, financial, commercial, or otherwise) disclosed or provided by, or on behalf of, the disclosing Party to the receiving Party or its designees in connection with this Agreement, whether provided orally, visually, electronically, or in writing, except such information that the receiving Party can show by competent evidence, was, (i) prior to the date of disclosure to the receiving Party, known to the receiving Party without restriction or already in the public domain; (ii) became part of the public domain,

after the disclosing Party's disclosure hereunder, through no breach of this Agreement by the receiving Party or unauthorized disclosure by any person or entity to which the receiving Party disclosed such information; (iii) was subsequently disclosed to the receiving Party by a person or entity having lawful possession of, and a legal right to disclose without any restrictions, such information; (iv) was developed by the receiving Party without use, and independently, of the disclosing Party's Confidential Information as clearly evidenced by the receiving Party's written records; or (v) is required by Applicable Law to be disclosed, but only to the persons and to the extent so required; provided, however, that the Party from whom such disclosure is sought notifies the other Party in writing of such requirement within a reasonable time to allow the other Party to contest disclosure at its own expense.

- 2.9 "Cytiva Background Technology"** means technology and know-how relating to the Cytiva Technology, which technology and know-how in each case (a) is owned or controlled by Cytiva or its Affiliate and (b) exists as of and/or was conceived prior to the Effective Date, or is developed or obtained by Cytiva independent of activities under this Agreement without the use of Customer Confidential Information, and all Intellectual Property claiming or covering such technology and know-how related to Cytiva Technology.
- 2.10 "Cytiva-Owned Improvements"** means any invention or discovery, conceived or discovered in the course of the Studies by any Party (or the Parties jointly), whether patentable or not, to the extent (a) directly related to the Cytiva Background Technology, Cytiva Study Materials, and any Intellectual Property claiming or covering such invention or discovery, and (b) not directly related to the Customer Background Technology, or the Customer Study Materials.
- 2.11 "Cytiva Technology"** means the expertise, Manufacturing Know-How, personnel, facilities, materials, patents, rights to patents, data, know-how, and other intellectual properties relating to a microfluidics apparatus, and/or ionizable lipids, lipid compositions, for formation of nanoparticles, including, but not limited to: microfluidics instruments, lipid components, formulations, transfection reagents, self-amplifying RNA vector(s) and other materials and technologies that is provided by Cytiva and that Cytiva possesses, develops and improves from time to time,

**"Force Majeure"** means, in relation to either Party, any circumstances beyond the reasonable control of that party, including without limitation any strike, lock-out, or other form of industrial action, act of God, war, riot, accident, fire, flood, pandemic, explosion or government action.
- 2.12 "Intellectual Property"** shall mean all (a) rights to intellectual property in inventions, trade secrets and confidential information, whether patentable or not and whether or not reduced to practice, patents, any extensions of patents, reissues, petty patents, utility models, registered designs, trademarks, service marks, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, copyright, data base rights, including bacterial, viral, plant, human, or animal material that has new chemical, genetic or other characteristics, and further includes discoveries, modifications, improvements, processes and new uses or applications of known inventions; (b) computer software, data and documentation; (c) know-how, manufacturing and product processes and techniques, research and development information, financial, marketing and business

data, pricing and cost information, business and marketing plans and customer and supplier lists and information; and (d) copies and tangible embodiments thereof.

- 2.13 "Manufacturing Know-How"** means all nonpublic, technical, scientific, and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, designs, drawings, assembly procedures, software, computer programs, apparatuses, specifications, data, results and materials, including: biological, chemical, vaccine-related, pharmacological, toxicological, pharmaceutical, physical and analytical, pre-clinical, clinical, safety, manufacturing and quality control data and information, including study designs and protocols, assays, and biological methodology, in all cases, whether or not copyrightable or patentable, in written, electronic or any other form now known or hereafter developed.
- 2.14 "Owned improvements"** means both Cytiva-Owned Improvements and/or Customer-Owned Improvements, as applicable.
- 2.15 "Results"** means the findings, data, result of the Studies but not that portion which relates to the Cytiva Background Technology, Cytiva-Owned Improvements, Cytiva Confidential Information, or Cytiva Study Materials.
- 2.16 "Study Materials"** means both (a) with respect to Customer, the materials provided by Customer set forth in the Statement of Work, which may include plasmid DNA, mRNA, recombinant proteins, cells and other materials to evaluate the use of Cytiva Technology; and (b) with respect to Cytiva, the materials set forth in the Statement of Work, which may include lipid components, formulations, transfection reagents and other materials.
- 2.17 "Study Reports"** means reports of data obtained, analyses made, and other results of work performed as specified herein or otherwise required under the Statement of Work.
- 2.18 "Subcontractor"** shall mean a third party to whom a Party subcontracts any of its activities to be performed in a SOW and who further does not offer any commercial products that are competitive with either Party in their respective technology area.

### 3. Confidentiality and Restrictions on Use.

- 3.1 Confidentiality.** Except as otherwise expressly stated in this Agreement, the receiving Party will not, directly or indirectly, publish, disseminate or otherwise disclose, deliver or make available to any person outside its organization, and will not use, except in the performance of the Studies in accordance with the Statement of Work any of the disclosing Party's Confidential Information. The Parties may disclose the other Party's Confidential Information within their respective organizations, including to its Affiliates, to their employees and consultants solely on a need-to-know basis in order to perform a Party's obligations or exercise its rights under this Agreement and provided each is bound, in writing, to protect the confidentiality of such Confidential Information to substantially the same extent as set forth in this Agreement. Each Party shall have the right to disclose the material terms of this Agreement in confidence to any bona fide potential investor, investment banker, acquirer, merger partner or other potential financial partner, provided each of the foregoing entities to whom disclosure is sought is bound, in writing, to protect the confidentiality of such Confidential Information to substantially the same extent as set forth in this Agreement. The receiving Party may disclose the disclosing Party's Confidential Information if required by order of a

court of competent jurisdiction or in order to comply with the rules of a regulatory agency, provided that prompt advance notice is given to the disclosing Party prior to such disclosure, where legally permissible, to permit such disclosing Party to seek a protective order or similar order with respect to such information, reasonable cooperation is provided (at such disclosing Party's cost) to oppose disclosure, such disclosure is subject to all applicable governmental or judicial protection available for like information, and the receiving Party thereafter discloses only the minimum information required to be disclosed in order to comply with such law or order. The obligations contained in this Section 3.1 shall survive for seven (7) years from the date of expiration or termination of this Agreement.

- 3.2 License Grant.** Each Party grants to the other Party a non-transferable, non-sublicensable (except to Affiliates and Subcontractors), non-exclusive, royalty-free, limited license to use the Study Materials and Intellectual Property of a Party solely to the extent and for the purpose defined in the Statement of Work and not for any other purpose.
- 3.3 Restrictions on Use.** The Study Materials of a Party shall be used by the other Party solely for the Studies in accordance with the Statement of Work and not for any other purpose. Either Party may utilize a Subcontractor in the performance of certain of its obligations under this Agreement, provided that such Subcontractor performs the activities subject to this Agreement and the Statement of Work and have entered into a written agreement with such Party to be bound by similar obligations of confidentiality and assignment of Intellectual Property as provided herein. A Party utilizing a Subcontractor shall remain liable for any act and omission of its Subcontractor(s) in the performance of this Agreement to the same extent as if it were that Party's own acts or omissions. Except as permitted under this Agreement, each Party shall not make the Study Materials of the other Party available to any third person or entity (other than its employees who shall be granted access to the Study Materials on a need-to-know basis only) at any time for any reason. Neither Party shall use or allow the other Party to use its Background Technology or Study Materials in any manner whatsoever that violates any licensing obligations to a third party. Neither Party will, directly or indirectly, (i) use or attempt to use other Parties' Intellectual Property under this Agreement or any information or biological or chemical materials derived in whole or in part therefrom to reproduce, generate, create or produce such materials, including, but not limited to, through reverse-engineering, genetic manipulation or otherwise, or (ii) analyze the chemical or physical properties of the Study Materials. Upon the completion or early termination of the Statement of Work, a Party shall either return or destroy (upon instruction by the other Party) the other Party's Study Materials that remain in its possession. Notwithstanding the foregoing, the Customer agrees that Cytiva may destroy, in accordance with industry standards, any of Customer's Study Materials that remain in its possession thirty (30) days after completion or early termination of the applicable Statement of Work.
- 4. Obligations of the Parties.** Each Party shall ensure that its obligations under the Statement of Work shall be performed in a professional manner according to industry standards and in compliance with applicable laws by qualified personnel, suitably skilled and trained in the performance of such obligations.
- 5. Background Technology.** It is acknowledged by Cytiva that the Customer Background Technology is Customer's separate property, and property rights thereto are not affected, transferred or assigned by this Agreement and this Agreement imposes no restrictions on Customer with respect to its Customer Background Technology. It is

acknowledged by Customer that the Cytiva Background Technology is Cytiva's separate property, and property rights thereto are not affected, transferred or assigned by this Agreement and this Agreement imposes no restrictions on Cytiva with respect to its Cytiva Background Technology. Neither Party shall, under this Agreement, acquire any right, title or interest in the other Party's Background Technology beyond the limited right to use such technology for the Studies.

- 6. Results.** Customer, at its discretion, can provide Cytiva and Cytiva will provide Customer, with the Results, as well as a description of the relevant testing protocol, on a time schedule to be agreed to by the Parties' representatives. The Parties agree and acknowledge that the Results shall be owned by Customer. Either Party may use the Results for its own internal research and development purposes. Each Party agrees not to file any patent application using data from Results, without the other Party's prior written consent. The Parties will evaluate the Results to determine the Parties' interest in pursuing a further collaboration, however, nothing in this Agreement will obligate the Parties to pursue a further collaboration. The Parties acknowledge that the Studies are experimental in nature and the results of the Studies are uncertain.

## **7. Improvements and Study Materials.**

- 7.1 Cytiva-Owned Improvements and Cytiva Study Materials.** Any Cytiva-Owned Improvements and Cytiva Study Materials, including all expressions and products thereof or other materials extracted from the Cytiva Study Materials and all progeny, modifications, derivatives and uses of any of the foregoing, will be the sole and exclusive property of Cytiva. Customer agrees to assign and hereby does assign and transfer to Cytiva any and all ownership rights it may have in any such Cytiva-Owned Improvements. Cytiva shall control the filing, prosecution, maintenance, enforcement and defense of, at its sole expense, any Cytiva Background Technology, and Cytiva-Owned Improvements. To the extent that any Cytiva Study Materials, including lipid components and/or transfection reagents, or the use thereof, is identified or developed during the course of the Studies to be desirable to Customer, and to the extent that such Cytiva Study Materials is considered by Cytiva to be subject to a future non-exclusive license, Cytiva hereby grants Customer the first right to negotiate such a non-exclusive license.

- 7.2 Customer-Owned Improvements and Customer Study Materials.** Any Customer-Owned Improvements and Customer Study Materials, including all expressions and products thereof or other materials extracted from the Customer Study Materials and all progeny, modifications, derivatives and uses of any of the foregoing, will be the sole and exclusive property of Customer. Cytiva agrees to assign and hereby does assign and transfer to Customer any and all ownership rights it may have in any such Customer-Owned Improvements. Customer shall control the filing, prosecution, maintenance, enforcement and defense of, at its sole expense, any Customer Background Technology and Customer-Owned Improvements.

## **8. Payment; Shipment; Taxes**

- 8.1** In consideration for Cytiva's provision of the Studies performed under Statement of Work, Customer will pay Cytiva the amounts specified in the Statement of Work according to the following schedule: (i) upon full execution of the applicable SOW, a non-refundable deposit of fifty percent (50%) of the total amount due for the current work package(s) to be performed upon Cytiva's receipt of a purchase order, which must be received prior to Cytiva commencing work for the work package(s) and paid within ten (10)

days of receipt of the invoice; and (ii) the remaining fifty percent (50%) of such work package(s) amount due upon Cytiva's completion of the work package(s) and provision of the deliverables specified therein. For the avoidance of doubt, the Parties agree that provision of deliverables will be deemed complete and accepted when Cytiva either provides item to carrier for shipment to Customer or, for items that are not shipped (e.g., reports), otherwise provides to Customer pursuant to the Statement of Work. Cytiva requires a purchase order number from the Customer to process the order, and such purchase order number shall be included in the respective invoice from Cytiva. Cytiva will not start performing the Statement of Work until the purchase order number has been established and issued.

- 8.2** All Customer Study Materials shall be shipped DAP, Cytiva's Vancouver facility (Incoterms 2020) and all Cytiva Study Materials shall be shipped EXW, Cytiva's Vancouver facility (Incoterms 2020), in each case exclusive of any shipment costs, taxes and duties, which shall be separately indicated in an invoice. For clarity, the costs for shipping of the Study Materials, as well as costs for handling, insurance and customs shall be borne by Customer and shall be in addition to the consideration set forth in Section 8.1 above.

- 8.3** Unless otherwise agreed to by the Parties in writing, Customer 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), except in the case of the invoice for the non-refundable deposit pursuant to Section 8.1 above, within thirty (30) days after receipt of the invoice.

- 8.4** Any failure by Customer to make a payment within thirty (30) days after the receipt of the respective invoice from Cytiva (i) will obligate Customer to pay computed interest, the interest period commencing on the due date and ending on the payment day, to Cytiva at a rate of one percent (1%) per month and (ii) Cytiva shall be entitled to pause the performance of the Statement of Work until the date the payment was made. The interest will be due and payable on the tender of the underlying principal payment.

### **8.5 Taxes.**

- a.** All payments required to be made by Customer to Cytiva under this Agreement are stated exclusive of any value added tax, sales and use tax, goods and services tax and similar taxes ("**Indirect Taxes**"). 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 Customer on receipt of a valid invoice (as required by the relevant taxing authority) issued by Cytiva. Cytiva will only issue invoices without relevant Indirect Taxes charged if Customer 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 purchase order. If such exemption documentation is provided to Cytiva after the purchase order, then Cytiva will provide relevant tax credits to Customer following Cytiva's receipt of benefit from any relevant taxing authority for any Indirect Taxes previously charged which are subject to the exemption documentation. Customer 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 Customer plus any interest and/or penalties thereon.

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

**9. Publication.** No Party shall make any Publication (defined below) or otherwise publish or disclose anything arising from or relating to this Agreement, the Statement of Work, the other Party's Confidential Information, Background Technology or Study Materials or the Results or analyses, interpretations or conclusions based upon the Results or reference or use any of the other Parties' name or likeness in any Publication or press release without the express prior written review and consent of the other Party, which review and consent shall be subject to such Party's sole and absolute discretion. During the Term, either Party will submit to the other Party for review and approval any proposed academic, scientific and/or medical publication or public presentation (a "**Publication**") that contains or references the other Party's Confidential Information, Background Technology or Study Materials. Written copies of such proposed Publication will be submitted to the other Party at least thirty (30) days prior to the proposed publication date, and the reviewing Party shall identify its Confidential Information, Background Technology, Study Materials or name/likeness reference for removal pursuant to such review. For the avoidance of doubt and subject to Section 6 above, each Party shall retain the right, relative to its Owned Improvements, to file or have filed any application constituting Intellectual Property without the express prior written review and consent of the other Party, provided that such application shall not include any Confidential Information of the other Party.

## 10. Term and Termination.

**10.1** Unless sooner terminated as provided in this Section 10 or extended by the written agreement of the Parties, this Agreement shall remain in full force and effect until the completion of all Studies and delivery of all deliverables under the applicable SOW.

**10.2** Notwithstanding any other provision of the Agreement, any Party may terminate this Agreement without cause upon thirty (30) days advance written notice to the other Parties.

**10.3** Without prejudice to any other remedy either Party may have against the other Party, this Agreement may be terminated forthwith by notice in writing by either Party if:

(a) the other Party is in material breach of any of the terms of this Agreement, and is not capable of remedying it within thirty (30) days of receipt by it of written notice from the other Party specifying the material breach and requiring its remedy;

(b) the other Party enters into bankruptcy, liquidation whether compulsory or voluntary (otherwise than for the purposes of amalgamation or reconstruction, details of which shall have been notified to the other party in writing) or has a receiver appointed over all or any part of its assets or is subject to any petition for the appointment of any administration.

**10.4** Without prejudice to its right to charge interest under Section 8.4 or any other remedy available to it hereunder or at law or in equity,

Cytiva may terminate this Agreement by written notice forthwith if any sum due to it under this Agreement remains unpaid in full (including any interest due thereon) 30 days after the due date of an invoice.

**10.5** Termination shall be without prejudice to the rights of either of the Parties accrued as at the date of termination, and not withstanding termination, The terms and obligations of Articles 2, 3, 5–10, and 12–19 will survive expiration or termination of this Agreement.

**10.6** Notwithstanding anything to the contrary herein, in the event Customer terminates this Agreement for any reason other than Cytiva's material breach or Cytiva terminates this Agreement due to Customer's material breach, the total amount will be due to Cytiva for the work packages specified in the applicable Statement of Work that Cytiva has begun performing, unless otherwise agreed to by the Parties in writing. The Parties agree that (a) Customer shall remit immediately, per the terms of this Agreement, any unpaid, non-refundable deposit still outstanding at the time of any such termination; and (b) an unreasonable delay by either Party to perform obligations set forth in the Statement of Work (e.g., Customer's delivery of Study Materials, Cytiva's performance of Studies) shall be considered a material breach by the delaying Party.

**10.7** In the event Cytiva terminates this Agreement in accordance with Section 10.2 or Customer terminates this Agreement due to Cytiva's material breach, Customer shall pay Cytiva for the following: (a) if Studies are payable on a time and materials basis, the portion of terminated Studies actually provided or to be provided through the effective date of termination; (b) if Studies were paid on a fixed-fee basis, then a pro-rated portion of the fixed fees due based on the percentage of the terminated Studies actually provided or to be provided through the effective date of termination; and (c) reimbursement for out-of-pocket costs and other pass-through expenses already incurred or irrevocably committed in connection with the terminated Studies.

**10.8** Customer agrees that, during the term of this Agreement and for a period of one (1) year afterward, it will not, directly or indirectly, solicit for employment, employ or otherwise engage as an independent contractor any current employee or independent contractor of Cytiva or any Affiliate who has been involved in conducting the Studies under this Agreement. Notwithstanding the above, solicitations initiated through general newspaper and trade journal advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed a violation of the foregoing and Customer shall not be deemed in violation of this Section 10.7 in the event that it hires or engages any such employee or independent contractor of Cytiva or any Affiliate who responds to such general, non-targeted solicitations.

**11. Absence of Debarment.** Each Party represents that, to its reasonable belief and knowledge, neither it nor any of its personnel has been debarred, and is not under consideration to be debarred, by the U.S. Food and Drug Administration from working in or providing consulting services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992.

**12. Limited Warranty; Exclusion of Damages.** Customer represents and warrants that the practice of the Customer Background Technology by Cytiva pursuant to the Statement of Work will not involve the misappropriation of any trade secret or an infringement of any valid and enforceable patent or Intellectual Property right of any third party. Any Study Materials delivered pursuant to this



Agreement are experimental in nature and may have hazardous properties. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY MATERIALS OR TECHNOLOGY SUPPLIED BY IT TO THE OTHER PARTY HEREUNDER AND EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL MATERIALS OR TECHNOLOGY ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO MATERIALS ARE TO BE TESTED IN HUMANS. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CYTIVA'S TOTAL AGGREGATE LIABILITY ARISING EITHER FROM THIS AGREEMENT OR FROM LAW FOR ANY KIND OF LOSS OR DAMAGE IS LIMITED TO USD 100,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NOTHING IN THIS ARTICLE 12 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER ARTICLE 13, OR DAMAGES AVAILABLE FOR A PARTY'S INTENTIONAL MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, A PARTY'S BREACH OF ITS OBLIGATIONS UNDER ARTICLE SUBSECTION 3.1, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- 13. Indemnification.** Each Party (the "**Indemnifying Party**") will indemnify the other Party (the "**Indemnified Party**") from any third-party claims or liability to the extent resulting from (a) the Indemnifying Party's use of the Results, or (b) the Indemnifying Party's breach of any representation, warranty or covenant herein, except in each case to the extent such claims or liability result from the Indemnified Party's negligent, reckless or intentional act or omission or breach of this Agreement. The Indemnified Party must promptly notify the Indemnifying Party of a covered claim, must tender to the Indemnifying Party (and/or its insurer) full authority to defend the claim using counsel reasonably acceptable to the Indemnified Party; provided that the Indemnified Party shall have the right to participate in the defense at its own expense. The Indemnified Party shall reasonably cooperate with the defense at the Indemnifying Party's expense. The Indemnifying Party shall not settle any claim hereunder without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld or delayed.
- 14. Notices.** All notices required to be provided by the parties under this Agreement shall be delivered by (i) registered post (prepaid and certified), (ii) internationally recognized express delivery service (e.g., like FedEx, DHL, UPS), hand delivery, or (iii) email to the address of the recipient party as set out below:

**Customer:** Address(s) set forth in the Statement of Work

**Cytiva:**

Global Life Sciences Solutions ULC  
#400-1055 Vernon Drive  
Vancouver, BC  
V6A 3P4  
Canada  
Attn: Tim Leaver, Head of Strategy,  
Email: Tim.leaver@cytiva.com

**With a copy to:**

Legal Department  
100 Results Way  
Marlborough, MA 01752  
U.S.A.

If served by email it will be deemed received when sent, subject to issue of a valid transmission slip; and if served by registered post or airmail it will be deemed received 5 business days after posting; if delivered by express international delivery service, on the day such notice is presented for delivery to the party to whom such notice is addressed; if delivered by hand, on the day it is presented for delivery to the party to whom such notice is addressed.

- 15. Use of Name.** No Party shall employ or use the name, symbols, and/or marks or logos of the other Party or the other Party's Affiliates in any promotional materials or advertising without the prior express written permission of the other Party nor shall any Party originate any publicity, news release, or other public announcement relating to this Agreement or to performance hereunder or the existence of this Agreement, except as required by law, without the prior express written permission of the other Party.
- 16. Force Majeure.** In the event that the performance of the obligations of either Party under this Agreement or any SOW is prevented, restricted or hindered by any event of Force Majeure such Party: (a) shall not be liable to the other Party for any damages caused by such Force Majeure; (b) shall promptly serve notice in writing on the other Party specifying the nature of the Force Majeure, its effect upon its performance of this Agreement and/or the SOW and the period of time in which it is anticipated to apply; and (c) shall use its reasonable endeavours to overcome the Force Majeure and resume its proper performance of its obligations under this Agreement and/or the SOW.
- 17. Assignment.** This Agreement may not be transferred or assigned, in whole or in part, by either Party, without the prior written consent of the other Party. However, (i) each Party may freely transfer or assign this Agreement to any Affiliate of such Party without such consent, and (ii) each Party may transfer or assign this Agreement, without such consent, in whole or in part in connection with a merger, consolidation, stock sale, or a sale or transfer of all or substantially all of the assets to which this Agreement relates.
- 18. Severability.** Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the other terms of this Agreement in such jurisdiction, or the terms of this Agreement in any other jurisdiction.
- 19. Governing Law.** This Agreement will be governed by the laws of British Columbia and the federal laws of Canada, without regard for any conflicts of law principles that would dictate the application of the laws of another jurisdiction. The Parties retain all rights and remedies at law and equity, including injunctive relief.
- 20. Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understanding of the Parties on the subject matter are superseded by this Agreement. This Agreement may be changed only by a writing signed by an authorized representative of each Party. No waiver of any term, provision or condition of this Agreement in any one or more instances will be deemed to be or construed as a further or continuing



waiver of any other term, provision or condition of this Agreement. Any such waiver must be evidenced by an instrument in writing executed by an officer of the waiving Party authorized to execute waivers. The SOW may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.