

Inscripta, Inc.
Terms and Conditions of Sale -- Research Use Products
As at March 1, 2021

1. Definitions

“**Customer**” means the person or entity acquiring the Product from Inscripta.

“**Custom Reagents**” means custom Inscripta-branded reagents made to Customer’s written specifications or designs provided to Inscripta by, or on behalf of, Customer, that are intended to be consumed using the Hardware.

“**Documentation**” means Inscripta’s handbooks, user manuals, package inserts, Specifications, and similar technical documentation applicable to a particular Product in effect on the date that the Product ships from Inscripta. Documentation may be provided with the Product at time of shipment or provided electronically from Inscripta.

“**Excluded Uses**” means any: (a) use of the Product to perform editing of a human embryo, (b) use of the Product as, or as a component of, an in vitro diagnostic device, (c) use of the Product to perform testing of human samples and specimens where results are reported, directly or indirectly, to a patient or healthcare practitioner, (d) use of the Product for purposes of manufacturing and/or providing for clinical use a human or veterinary product that require regulatory approval of the Product or of the human or veterinary product, or (e) use of the Product (or information generated from the use of the Product) that is either prohibited by applicable law or regulation, or contrary to ethical guidelines promulgated by established national and/or international ethical bodies (whether governmental or non-governmental).

“**Hardware**” means Inscripta-branded instruments, accessories, associated parts and modules.

“**Inscripta**” means Inscripta or an authorized Inscripta affiliate selling the Product. The specific seller is identified on the quotation, order acknowledgment or similar communication, or Inscripta website if the order is being placed electronically at Inscripta’s website.

“**Product**” means each item acquired by Customer from Inscripta or its authorized affiliates. Product may be Hardware, Reagents, or Software.

“**Reagents**” means Inscripta-branded reagents and other consumable items including instrument modules that are intended by Inscripta to be consumed using Hardware or used in conjunction with the Hardware or Software. Reagents include Custom Reagents.

“**Software**” means Inscripta-branded software installed on the Hardware and any updates thereto. “Cloud-based Software” means Inscripta-branded software made available to Customer via the cloud. Software does not include Cloud-Based Software.

2. Rights Granted to Customer on Purchase

Subject to these Terms and Conditions, Customer is granted a non-exclusive, non-transferable, personal right to use the Product in Customer’s facility in accordance with these Terms and Conditions and the Documentation for the Product, specifically excluding the Excluded Uses. Additionally, Customer is also granted a non-exclusive, non-transferable, non-sublicensable, personal license use Software made available by Inscripta with the Product, solely in accordance with these Terms and Conditions and Documentation for the Software, specifically excluding the Excluded Uses; this license will terminate upon Customer’s failure to comply with these Terms and Conditions, or by Customer discontinuing use of the Software and destroying or removing all copies thereof. All Software, is licensed to Customer, not sold. Except as expressly stated in this Section or in the non-exclusive license granted under Section 11, no right or license under any intellectual property rights of Inscripta or Inscripta’s affiliates is or are granted, expressly, by implication, or by estoppel, to Customer, and any such rights are expressly reserved to Inscripta and its affiliates. Customer agrees that the contents of and methods of operation of the Product are proprietary to Inscripta and its affiliates and the Products may contain or embody trade secrets of Inscripta and its affiliates.

Customer is solely responsible for determining whether Customer has all intellectual property rights that are necessary for Customer’s intended uses of any Product.

3. Biosecurity Screening

Customer agrees that prior to buying any Product from Inscripta, Customer will be required to undergo and pass screening for biosecurity and safety. In addition, should Customer use the Products to provide genome engineering services on behalf of a third party, the third party must also undergo and pass Inscripta's screening for biosecurity and safety prior to the initiation of such services by Customer. The general biosecurity protocol and screening process can be found at www.Inscripta.com/Biosecurity.

4. Product Restrictions

a. Products. Customer agrees to only use the Product in accordance with these Terms and Conditions and the Documentation not to, nor authorize or permit any third party to, use the Product for any Excluded Uses. Products are not transferable and Customer agrees to not sell, rent, lease, loan, assign or otherwise transfer or dispose of any Product or component thereof to any third party without prior written approval of Inscripta.

b. Reagents. Customer agrees (i) to use each Reagent only one time, and (ii) to use only Inscripta Reagents with Inscripta Hardware unless the Documentation for the Product expressly state otherwise.

c. Software. The License to the Software is not transferable and Customer agrees to not pledge, sublicense, sell, rent, lease, loan, timeshare, distribute, assign or otherwise transfer or dispose of the Software (or any Hardware or component thereof containing the Software) to any third party without prior written approval of Inscripta. Customer may not use, copy, modify, create derivative works of, reverse engineer, decompile, or disassemble the Software, nor permit any other party to do any of the foregoing. Customer may not remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software. Customer may not (and may not attempt to) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any protection mechanisms in the Software, including, without limitation, any such mechanism used to restrict or control the functionality of the Software.

d. Cloud Software. Inscripta makes available certain Inscripta-branded software to Customer via the cloud for use in connection with the Product (“**Cloud-Based Software**”). Customer acknowledges that Cloud-Based Software may be subject to additional terms and conditions. To the extent third party code is included in the Cloud Software, Inscripta shall inform Customer of any such third-party code and any restrictions thereto at the time Customer accesses the Cloud-Based Software.

The conditions and restrictions found in these Terms and Conditions are bargained for conditions of sale of Product and the use of Product by Customer is expressly subject to these Terms and Conditions.

5. Regulatory

The Product is labeled “For Research Use Only” or similar labeling statement and is not for use in diagnostic procedures or for therapeutic purposes. Customer acknowledges that (a) the Product has not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, therapeutic or otherwise, and (b) Customer is solely responsible for obtaining all regulatory approvals required by applicable law or regulation necessary for Customer's intended uses of the Product. Product may only be used in a lawful and ethical manner. Customer agrees to comply with all applicable laws and regulations, and all ethical guidelines promulgated by established national and/or international ethical bodies when using, maintaining, and disposing of the Product and the information generated from the use of the Product.

6. Limited Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INSCRIPTA, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE

DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE PRODUCT, USE OF THE PRODUCT, INSCRIPTA'S PERFORMANCE OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).

TO THE EXTENT PERMITTED BY APPLICABLE LAW, INSCRIPTA'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PRODUCT (INCLUDING, WITHOUT LIMITATION, THE USE THEREOF) AND INSCRIPTA'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO INSCRIPTA FOR THE PARTICULAR PRODUCT CONTAINED IN THE PARTICULAR ORDER THAT DIRECTLY CAUSED THE LIABILITY.

7. Product Warranty

a. Warranty for Hardware. Inscripta warrants to Customer that the Hardware will conform in all material respects with the Specifications for a period of twelve (12) months after the date of shipment, provided that if the Hardware includes Inscripta-provided installation, the foregoing warranty period shall commence on the date of installation or thirty (30) days after the date the Hardware was delivered, whichever occurs first. Inscripta will, at its option, repair or replace non-conforming Hardware with functionally equivalent, reconditioned, or new Hardware or components (if only a component of the Hardware is non-conforming), provided that Inscripta can reasonably identify and confirm the nonconformance. If the Hardware is replaced in its entirety, the warranty period for the replacement is ninety (90) days after the date of shipment or the remaining period on the original Hardware warranty, whichever is later. If only a component is repaired or replaced, the warranty period for such component is ninety (90) days after the date of shipment or the remaining period on the original Hardware warranty, whichever is later. The preceding states Customer's sole remedy and Inscripta's sole obligations under the foregoing Hardware warranty and is subject to certain exceptions listed below.

b. Warranty for Reagents. Inscripta warrants to Customer that the Reagents (other than Custom Reagents) will conform in all material respects with the Specifications until the later of (i) ninety (90) days after the date of shipment from Inscripta, or (ii) the expiration or end of shelf-life date pre-printed on the Reagents, but in either event, no later than twelve (12) months after the date of shipment. With respect to Custom Reagents, Inscripta warrants to Customer for a period of ninety (90) days after the date of shipment from Inscripta that the Custom Reagents were made and tested in accordance with Inscripta's standard manufacturing and quality control processes, and Inscripta makes no warranty that Custom Reagents will work as intended by Customer or for Customer's intended uses. Inscripta will replace non-conforming Reagents with new Reagents provided that Inscripta can reasonably identify and confirm the nonconformance. The warranty period for replaced Reagents is ninety (90) days after the date of shipment, or the remaining period on the original Reagents warranty, whichever is later. The preceding states Customer's sole remedy and Inscripta's sole obligations under the foregoing Reagents warranty and is subject to certain exceptions listed below.

c. Warranty for Software Inscripta warrants to Customer that the Software will, when used in accordance with the Documentation for the Software, perform substantially in accordance with the Specifications for the Software for a period of twelve (12) months after Customer's receipt of the Hardware. Should any defects arise within the 12-month warranty period, Inscripta shall track and resolve such defects and/or upgrade the Software at no cost to Customer. Customer's exclusive remedy, and Inscripta's sole liability and obligation, under this warranty are limited to using reasonable efforts, commensurate with the severity of the nonconformity, to correct any substantial nonconformity of the Software. Inscripta does not warrant that use of Software will be uninterrupted or error free, or that any particular nonconformity will be corrected, or a workaround provided, within any particular time frame. The preceding states Customer's sole remedy and Inscripta's sole obligations under the foregoing Software warranty and is subject to certain exceptions listed below.

d. Exclusions from Warranty Coverage. The foregoing warranties do not apply to the extent a non-conformance is due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to these Terms and Conditions or the Documentation for the Product, (ii) use that is an Excluded Use, (iii) improper handling, installation, maintenance, or repair (other than if performed by Inscripta's authorized personnel), (iv) unauthorized alterations or modifications, (v) Force Majeure events, (vi) relocating the Onyx Hardware without Inscripta's prior approval and assistance; or (vi) use with any third party products materials, or services (unless the Documentation for the Product expressly state such third party products may be used with the Product).

e. Procedure for Warranty Coverage. In order to be eligible for warranty repair or replacement hereunder, Customer must (i) promptly contact Inscripta's support department at support@inscripta.com during the applicable warranty period for the applicable Product to report the non-conformance, (ii) cooperate with Inscripta in confirming or diagnosing the non-conformance, and (iii) return the Product, transportation charges prepaid, to Inscripta following Inscripta's instructions or, if agreed by Inscripta and Customer, grant Inscripta's authorized repair personnel access to the Product in order to confirm the non-conformance and make repairs or replacements.

f. Sole Remedy under Warranty. All warranties hereunder are personal to the Customer and may not be assigned or otherwise transferred to a third-party, including, without limitation, an affiliate of Customer. All warranties are facility-specific based on where a Product is shipped and are void if the Product is moved to another facility of Customer, unless Inscripta conducts such move.

8. Limitations on Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTIES MADE IN THESE TERMS AND CONDITIONS, INSCRIPTA MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INSCRIPTA MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCT FOR CUSTOMER'S INTENDED USES OR WITH RESPECT TO THE RESULTS OBTAINED THROUGH THE USE OF THE PRODUCT.

9. Indemnification

a. Indemnification by Inscripta. Subject to these Terms and Conditions, including, without limitation, the Exclusions to Inscripta's Indemnification Obligations (Section 9(b) below) and the Conditions to Indemnification Obligations (Section 9(d) below), Inscripta shall (i) defend, indemnify and hold harmless Customer against any third-party claim or action alleging that a Product (with the exception of Custom Reagents or the use of specific enzymes), when used in accordance with these Terms and Conditions, infringes the valid and enforceable patents of a third party, and (ii) pay all settlements entered into, and all final judgments and costs (including, without limitation, reasonable attorneys' fees) awarded against Customer in connection with such infringement claim. If the Product or any part thereof, becomes, or in Inscripta's opinion may become, the subject of an infringement claim, Inscripta shall have the right, at its option, to (A) procure for Customer the right to continue using the Product, (B) modify or replace the Product with a substantially equivalent non-infringing substitute, or (C) require the return of the Product and terminate the rights, license, and any other permissions provided to Customer with respect the Product and refund to Customer the depreciated value (as shown in Customer's official records) of the returned Product at the time of such return; provided, that no refund will be given for used-up or expired Reagents. This Section states the entire liability of Inscripta for any infringement of third-party patents.

b. Exclusions to Inscripta Indemnification Obligations. For the avoidance of doubt, Inscripta has no obligation to defend, indemnify or hold harmless Customer for any infringement claim to the extent such infringement arises from: (i) use of the Product in any manner for any Excluded Use, (ii) use of the Product in any manner not in accordance with the rights or other permissions expressly granted to Customer under these Terms and Conditions, (iii) use of the Product in combination with any third party products, materials, or services (unless the Product's Documentation expressly state such third party's products are for use with the Product), (iv) use of the Product to perform any assay or

other process not supplied by Inscripta, (v) Inscripta's compliance with specifications or instructions for Custom Reagents furnished by, or on behalf of, Customer, or (vi) Customer's breach of any of these Terms and Conditions, (vii) use of products, materials, or services that may be acquired or used with the Products (each of (i) – (vii), is referred to as an “**Excluded Claim**”).

c. Indemnification by Customer. Customer shall defend, indemnify and hold harmless Inscripta, its affiliates, their respective non-affiliate collaborators and development partners that contributed to the development of the Product, and their respective officers, directors, representatives and employees against any claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind (including, without limitation, reasonable attorneys' fees), including without limitation, personal injury or death claims, resulting from, relating to, or arising out of 1) any Excluded Claim, 2) use of the Product by Customer not in accordance with these Terms and Conditions and the Documentation for the Product, and 3) any use of the Product by Customer which involves the use of or creation of materials that infringe, a third party's intellectual property rights.

d. Conditions to Indemnification Obligations. The parties' indemnification obligations are conditioned upon the party seeking indemnification (i) promptly notifying the indemnifying party in writing of such claim or action, (ii) giving the indemnifying party exclusive control and authority over the defense and settlement of such claim or action, (iii) not admitting infringement of any intellectual property right without prior written consent of the indemnifying party, (iv) not entering into any settlement or compromise of any such claim or action without the indemnifying party's prior written consent, and (v) providing reasonable assistance to the indemnifying party in the defense of the claim or action; provided, that the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

10. Payment Terms

Inscripta will invoice upon shipment of the Product. Subject to Inscripta's credit review of Customer (following which Inscripta shall inform Customer of applicable payment terms), all payments are due within thirty (30) days after the date of the invoice. All amounts due shall be paid in the currency stated in the invoice. If payment is made by wire or other electronic funds transfer, Customer is solely responsible for any bank or other fees charged and will reimburse Inscripta for any such fees. If any payment is not made by the due date Inscripta may exercise all rights and remedies available by law. Customer shall pay for all costs (including, including, without limitation, reasonable attorneys' fees) incurred by Inscripta in connection with the collection of late payments. Each purchase order is a separate, independent transaction, and Customer has no right of set-off against other purchase orders or other transactions with Inscripta. Inscripta will determine payment terms on a per-order basis and may modify credit terms in its discretion. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

11. MAD7™ Nuclease License Agreement

Prior to use of the Hardware or Reagents, Customer will also need to enter into a non-exclusive license with Inscripta for the use of its proprietary enzyme, the MAD7 nuclease. The MAD7 nuclease is provided for academic and commercial research free of charge, with limited exclusions as set forth in the license. This license is intended to cover the use of the MAD7 nuclease with Products as well as other general use of the MAD7 nuclease by Customer. The general form of the non-exclusive license is provided here in Appendix A.

12. Shipping Terms; Title and Risk of Loss

Unless otherwise set forth in writing by Inscripta or otherwise agreed between the parties, all shipments of Product are made DDP (Incoterms 2010) to the address designated by Customer at the time of ordering and Customer is responsible for freight and insurance which will be added to the invoice and paid by Customer. In all cases, title (except for Software and third-party software, title to which is retained by Inscripta or the applicable third party) and risk of loss to Product transfers to Customer when Product is made available at such address.

13. Taxes

Customer agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding and other taxes will be calculated based on both the tax rates in effect on the date of shipment and the ship to address for the Product. Any amounts for tax listed on a quotation, if any, are for reference purposes only and are not binding on Inscripta. All prices and other amounts payable to Inscripta are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of Product, all of which will be paid by Customer. In the event Inscripta is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Customer.

14. General

a. Applicability of Terms and Conditions. These Terms and Conditions, along with any specific terms and conditions in the applicable Documentation, exclusively govern the ordering, purchase, supply, and use of Product, and override any conflicting, amending and/or additional terms contained in any purchase orders, invoices, or similar documents, all of which are hereby rejected and are null and void. Inscripta's failure to object to any such terms and conditions shall not constitute a waiver by Inscripta, nor constitute acceptance by Inscripta of such terms and conditions. Third party products may be subject to additional terms and conditions of the third party.

b. Order Changes/Cancellations. Orders for Products may not be changed or cancelled once placed.

c. Governing Law. These Terms and Conditions, their interpretation, and the performance of the parties shall be governed by the laws of the State of Colorado, U.S.A, without reference to the conflict of law rules thereof. Inscripta and Customer agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or any terms and conditions in the Documentation.

d. Arbitration. In Inscripta's sole discretion, any dispute, claim or controversy arising out of or relating to these Terms and Conditions, shall be determined by confidential binding arbitration conducted in the English language, under generally accepted arbitration rules and procedures in a venue to be determined by Inscripta in its sole discretion. In all cases of arbitration each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrator's fees of arbitration; neither party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by applicable law; the decision of the arbitrator shall be final and binding on the parties, provided, that the arbitrator shall not have the authority to alter any explicit provision of these Terms and Conditions; judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking temporary injunctive relief or other provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

e. Representations and Warranties. Customer represents and warrants to Inscripta that: (i) it is acquiring the Product for its own internal use, (ii) it is not purchasing the Product on behalf of a third party, (iii) it is not purchasing the Product in order to resell or distribute the Product to a third party, (iv) it is not purchasing the Product in order to export the Product from the country in which Inscripta shipped the Product pursuant to the ship-to address designated by Customer at the time of ordering ("**Ship-To Country**"), and (v) it will not export the Product out of the Ship-To Country.

f. Remedies for Breach. In addition to any remedies specified elsewhere under these Terms and Conditions, and any remedies available to Inscripta under law or in equity, in the event Customer breaches these terms and conditions, Inscripta may do any, all, or any combination of the following: (i) cease performance, including, without limitation, cease further shipments of Product, (ii) terminate the rights, license and other permissions granted to Customer pursuant to Section 2 of these Terms and Conditions (*Rights to Product Upon Purchase*), (iii) terminate any service contracts then in effect for the affected Product, (iv) terminate any remaining Product warranty for the affected Product, or (v) require Customer to immediately pay any unpaid invoices.

g. Service Contracts. If an Inscripta extended service contract for Hardware is being provided, then Inscripta's standard terms and conditions for such service contract shall exclusively govern such extended service contract.

h. Future Products. Any future Inscripta products and/or services (“**Unreleased Products**”) are subject to new part numbers, pricing, documentation, and specifications and Customer’s acquisition of Product hereunder is not in reliance on the availability of any Unreleased Products.

i. Inscripta Affiliates. Any actions or rights that may be performed or exercised by Inscripta may be performed or exercised by Inscripta or by any of its affiliates. By way of non-limiting example, Inscripta’s affiliates may carry out shipment, servicing, invoicing and receipt of payment.

j. Force Majeure. Inscripta is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, epidemics or pandemics, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Inscripta’s suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Customer’s fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

k. Notices. Any notice required or permitted by these Terms and Conditions shall be in writing and shall be deemed received when (i) delivered personally; (ii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (iii) 1 day after deposit with a commercial express courier that provides written verification of receipt.

l. Inscripta Information Use. Inscripta may maintain and use a database of orders, account information and data from Customer for purposes of order processing, maintaining records, assisting with future orders of Customer, and compliance with applicable laws and regulations. Customer may not disclose any financial terms of any transaction subject to these Term and Conditions to any third party without the prior written consent of the Inscripta, except as (and only to the extent) required by securities or other applicable law. Customer grants to Inscripta a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to use and commercialize in any manner suggestions, ideas or comments provided by Customer to Inscripta related to the Products. Customer agrees that Inscripta can use Customer data for Inscripta’s internal use, including, without limitation, product improvements. Customer data shall not be shared with Inscripta affiliates without prior written agreement of Customer.

m. Export Compliance. The Products, any related technology, or information provided to Customer may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the export regulations and laws of another country). Notwithstanding anything to the contrary in these Terms and Conditions, Customer agrees not to use the Products in, or export or re-export the Products, any related technology, or information provided to Customer into, any country or to any person or entity, or in any manner, in violation of such restrictions, controls or regulations or any other laws, rules or regulations of any country, state or jurisdiction.

n. Healthcare Law Compliance. Customer acknowledges and agrees that Inscripta and Inscripta’s affiliates may be required by applicable law or regulation to disclose the existence of these Terms and Conditions, including, without limitation, financial terms, and the subject matter (e.g., the U.S. Sunshine Act, and state and foreign equivalents). Inscripta agrees it, and its affiliates, will use commercially reasonable efforts to disclose the least amount of information as possible in order to comply with such applicable laws and regulations.

o. Publicity. Customer agrees that it shall not issue any press release or make any public statement regarding acquisition of the Products, without prior written approval from Inscripta, which approval shall not be unreasonably withheld or delayed.

p. Miscellaneous. Except as expressly stated in these Terms and Conditions, no right or license under any of Inscripta’s or Inscripta’s affiliates’ intellectual property rights are granted expressly, by implication, or by estoppel. All references to days mean calendar days unless specifically stated otherwise. Inscripta may cease performance (including, without limitation, cancellation of any order outstanding) immediately without liability to Customer if Customer becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors. These Terms and Conditions represent the entire agreement between the parties regarding the subject matter hereof and supersede all prior discussions, communications, agreements, and understandings of any kind between the parties. No amendment to these Terms and

Conditions or waiver of any right, condition, or breach will be effective unless made in a writing signed by both parties. If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term or the waiver by either party of any breach shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. There are no third-party beneficiaries to these terms and conditions.

APPENDIX A: MAD7™ NUCLEASE LICENSE AGREEMENT TEMPLATE

Effective XXX

TERMS	
License Type	Non-exclusive, non-transferable license in the Licensed Fields of Use from Inscripta, Inc. for research and development using 1) the MAD7 nuclease (as defined by SEQ ID NO:7 in U.S. Pat. No. 9,982,279); or 2) native and codon optimized nucleic acids encoding a MAD7 nuclease. 1) and 2) collectively are referred to as “MAD7”. This license in the Licensed Fields of Use is irrevocable, subject to licensee not using MAD7 in the Excluded Fields of Use below without reaching further agreement with Inscripta.
Inscripta, Inc. Contact	General Counsel, Inscripta, Inc. (dianna.devore@inscripta.com)
Licensed Patent(s)	U.S. Patent No. 9,982,279, U.S. Patent No. 10,337,028, and applications claiming priority therefrom, including continuations, continuations-in part, divisionals, and foreign counterparts.
Licensed Fields of Use	1) Use of MAD7 to perform research and development in both academic and commercial settings with no restrictions on plant or animal species and varieties; 2) use of MAD7 to perform commercial services, subject to the Excluded Fields of Use.
Excluded Fields of use	1) Sale or re-sale of MAD7, including as part of a therapeutic product; or 2) use of MAD7 in a commercial manufacturing process; and 3) use of MAD7 in the editing of human embryos. For clarity, the use of MAD7 to create a commercial product that does not physically contain MAD7 at the time of sale and does not require continued use of MAD7 for manufacture is not considered an Excluded Field of Use.
Licensed Territory	Worldwide
Duration	The duration of the last valid claim of the Licensed Patent(s)
ROYALTIES & PAYMENTS	
Initial License Fee	None
Earned Royalties	None
CHOICE OF LAW	This Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles
SUBLICENSING	
Sublicensing	Not permitted; affiliates, collaborators and/or distribution partners can acquire an individual license on the same terms as provided herein.

INSCRIPTA, INC.

By: _____

Printed Name:

Title:

Date:

COMPANY

By: _____

Printed Name:

Title:

Date: