RESEARCH USE ONLY TERMS AND CONDITIONS
STA-LB00001, STA-LB00002, STA-LB00003, STA-LB00004, STA-LB00005, STA-LB00006 (STA-LB00001–STA-LB00006)

These Research Use Only Terms and Conditions ("Terms") govern the purchase, receipt, possession, and use of STA-LB00001–STA-LB00006 products (“Products”) sold by WuXi AppTec ("WuXi"). By placing an order, accepting delivery, opening product packaging, or using the Products, the purchaser ("Customer") agrees to be bound by these Terms.

1. Research Use Only; No Commercial Use

The Products are sold solely for the Customer's internal research use. The Customer acknowledges and agrees that the Products may not be used for any diagnostic, clinical, therapeutic, manufacturing, commercial, or other non-research purpose. No express or implied license is granted for any commercial use of the Products, including contract research, fee-for-service activities, commercial manufacturing, clinical or diagnostic applications, or any other revenue-generating activity. For clarity, internal research use may include research, evaluation, screening, and non-clinical exploratory studies conducted internally by the Customer.

If the Customer wishes to use the Product for pre-clinical development, therapeutic, commercial, manufacturing, fee-for-service, or other purposes beyond internal research use, the Customer must obtain a separate license or written authorization from Luxna Biotech Co., Ltd. (“Luxna”).

2. No Resale or Redistribution

The Products are supplied solely for the Customer's internal research use. The Customer may not resell, redistribute, transfer, repackage, relabel, or otherwise provide the Products to any third party, and may not use or permit the use of the Products for any purpose prohibited by these Terms.

3. Product Quantity Restrictions

No more than ten (10) grams of any Product may be purchased per order. WuXi reserves the right to reject or cancel orders exceeding this limit. Customers seeking to purchase quantities greater than ten (10) grams per order must contact WuXi to discuss available licensing or supply options.

4. Intellectual Property Notice

The Products may be covered by patents, patent applications, trademarks, copyrights, trade secrets, know-how, or other intellectual property rights.

Certain Products include, without limitation:

i) scpBNA™ and 5'-CP™ are trademarks owned by Luxna.
ii) scpBNA™ phosphoramidites, protected by patent rights including WO2015/125783A1, WO2020/204022A1, and related foreign patents and patent applications controlled by Luxna; and
iii) 5'-CP™ phosphoramidites, protected by patent rights including WO2020158910A1 and related foreign patents and patent applications controlled by Luxna.

Wuxi sells the Products under contract with Summit Pharmaceuticals International Corporation (hereinafter “SPI”), which has the license from Luxna.
Except for the limited right to use the Products for internal research purposes, no license or ownership rights under any patent, trademark, copyright, know-how, or other intellectual property rights are granted or implied.
It is the responsibility of the customer to determine whether patents or other intellectual property rights held by third parties restrict the use of the Product for a particular application. Wuxi, SPI and Luxna shall not be liable for damages or any other liability arising from infringement of intellectual property rights of such third parties. Furthermore, Wuxi, SPI and Luxna disclaim any liability arising from the use of the Product for any purpose other than internal research use.

5. Export Compliance and Restricted Uses.
The Customer shall comply with all applicable export control, sanctions, and trade laws and shall not use, transfer, or export the Products for purpose other than internal research use and in violation of such laws. The Customer is responsible for obtaining any required permits, licenses, or approvals.

6. Customer Representations
The Customer represents that it is qualified to purchase and use the Products, will comply with all Research Use Only restrictions and applicable laws, and is responsible for determining whether the Products are suitable for its intended research purposes. The Customer shall ensure that the Products are properly handled, stored, used, and disposed of by appropriately trained personnel. The Customer shall not reverse engineer, disassemble, deconstruct, modify, or otherwise attempt to determine the composition, structure, manufacturing process, or underlying technology of the Products.

7. Disclaimer of Warranties
Except as expressly stated in the applicable product specifications, the Products are provided "AS IS" and are experimental in nature. WuXi does not warrant that the Products will perform as expected, achieve any particular result, or be suitable for any specific research application. WuXi disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranty regarding results obtained from use of the Products.

8. Limitation of Liability
To the fullest extent permitted by law, WuXi shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits, revenue, data, goodwill, business opportunities, or business interruption, arising from the purchase or use of the Products. The Customer assumes all risks associated with the use of the Products.

9. Indemnification
The Customer shall indemnify, defend, and hold harmless WuXi and its affiliates, officers, directors, employees, and agents from any claims, losses, liabilities, damages, or expenses arising from the Customer's breach of these Terms, misuse of the Products, violation of applicable laws, or handling

and use of the Products.

10. Right to Refuse or Cancel Orders

WuXi reserves the right to reject, cancel, or limit any order, request information regarding intended use, or take any action necessary to ensure compliance with applicable legal, regulatory, intellectual property, licensing, research-use, or export-control requirements.

11. Entire Agreement

These Terms govern the purchase and use of the Products and supersede any inconsistent terms contained in Customer purchase orders or other documents, unless expressly agreed to in writing by WuXi.

12. Acceptance

By purchasing, receiving, or using the Products, the Customer acknowledges and agrees to be bound by these Terms.

13. Contact Information for Non-Research Use and Licensing

The contact information for commercial use, licensing, or any purposes other than research use is as follows:

For inquiries about the Products:

Summit Pharmaceuticals International Corporation
Discovery & Development Division
E-mail: alliance@summitpharma.co.jp
TEL: +81-3-5220-1560
Contact: Hiroyuki Tsukada

For inquiries about the license relating to the Products:

Luxna Biotech Co., Ltd. (Headquarters: Suita-shi, Osaka, Japan)
Business Development Dept.
Email: sales@luxnabiotech.co.jp
TEL: +81-6-6170-1228