

## Terms of Use for Plasmid Purchase (including purchase of pcCLc-MNDU3 vector)

Effective Date: February 23, 2026

### 1. Ownership and Usage

- **Grant of Rights:** Upon full payment, Angeles grants the purchaser a non-exclusive, worldwide, royalty-free right to use the plasmid for any lawful purpose.
- **Research & Commercial Use:** The plasmid may be used for both internal research and for-profit commercial purposes, including the development of products for sale.
- **Ownership of Derivatives:** The purchaser shall own all right, title, and interest in any inventions, discoveries, or products created through the use of the plasmid.

### 2. Payment and Delivery

- **Compensation:** Purchaser agrees to pay the price indicated at the time of checkout.
- **Acceptance:** Deliverables are deemed accepted ten business days after receipt unless the purchaser provides written notice of non-conformance.

### 3. No Warranties ("As-Is")

- **Experimental Nature:** The plasmid is understood to be experimental in nature.
- **Disclaimer:** Angeles makes no representations and extends no warranties of any kind, either expressed or implied, including warranties of merchantability, fitness for a particular purpose, or that the use of the plasmid will not infringe any third-party patent or proprietary rights.

### 4. Liability and Indemnification

- **Assumption of Risk:** Except where prohibited by law, the purchaser assumes all liability for damages which may arise from its use, storage, or disposal of the material.
- **Limitation of Liability:** Angeles shall not be liable for any loss, claim, or demand made by the purchaser or any third party arising from the use of the plasmid.

### 5. Compliance

- **Export Control:** Purchaser agrees to comply with all applicable United States export control laws and regulations regarding the transfer of biological materials.
- **Regulatory Compliance:** Purchaser is responsible for obtaining any necessary regulatory approvals for their intended use of the plasmid