



Cytion, LLC DBA Cell Lines Service
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United States of America

LIMITED USE LABEL LICENSE AND SUPPLY REPRESENTATION

Version [●] | Effective Date [●]

This Limited Use Label License and Supply Representation ("LULL") applies to each cell line and other biological material identified by a Cytion catalog number and supplied by Cytion or an authorized Cytion distributor (each, a "Material"). "Cytion" means the Cytion entity identified as supplier in the applicable quotation, order confirmation, invoice, or shipping documentation. "Customer" means the person or legal entity acquiring, receiving, or using the Material.

1. Cytion Supply Representation

Cytion represents and warrants that, at the time the Material is supplied:

- Cytion has the right to possess, reproduce where applicable, offer, distribute, and supply the Material to Customer;
- Cytion has the right to grant Customer the rights of use expressly provided under the Applicable Terms defined below; and
- to Cytion's knowledge, the supply of the Material to Customer in accordance with the Applicable Terms does not violate any contractual restriction binding upon Cytion.

Customer may rely upon Cytion as the legitimate supplier and licensor of the Material within the scope of the rights expressly granted by Cytion. Where a particular Material is subject to additional terms imposed by an original depositor, licensor, provider, or other third party, Cytion will disclose or provide those terms as part of the applicable transaction.

2. Applicable Terms

The purchase, receipt, and use of the Material are governed by the following documents, collectively the "Applicable Terms":

- the applicable quotation, order confirmation, invoice, or other sales documentation;
- Cytion's General Terms and Conditions available at www.cytion.com/terms;
- any applicable Material Transfer Agreement, Product Use Policy, product-specific terms, depositor-specific terms, or third-party terms communicated by Cytion; and
- any separate Supply Agreement, Commercial Use License, Material Transfer Agreement, or other written agreement entered into between Cytion and Customer.

If these documents conflict, the order of precedence stated in the applicable Cytion General Terms and Conditions or separately signed agreement applies. This LULL supplements the Applicable Terms but does not replace, expand, or limit them.

3. Scope of Rights

Customer receives only the rights of use expressly granted under the Applicable Terms. Unless Cytion has granted broader rights in writing, the Material is supplied solely for the permitted internal research use described there.

Commercial use, fee-for-service activities, regulatory use, transfer to contract research organizations, transfer to affiliates or collaborators, resale, redistribution, and other uses outside the standard permitted scope require Cytion's prior written authorization and may require a separate license or Supply Agreement.

Restrictions concerning human use, clinical use, therapeutic or diagnostic use, regulated manufacturing, biological release testing, transfer, safety, and regulatory compliance are set out in the Applicable Terms and are incorporated into this LULL by reference.

4. Customer-Created Materials and Results

Ownership and permitted use of progeny, derivatives, modifications, research results, inventions, and other materials created through use of the Material are governed exclusively by the Applicable Terms. Nothing in this LULL transfers ownership of the original Material or grants any right to resell, distribute, or sublicense the Material or any restricted progeny, derivative, or modification.

5. Intellectual Property and Freedom to Operate

The representation in Section 1 concerns Cytion's authority to supply the Material and grant the expressly stated rights of use. It is not a representation or warranty that Cytion owns every patent or other intellectual property right potentially relevant to the Material, that every conceivable use is free from third-party rights, or that Customer has unrestricted freedom to operate in connection with any downstream product, process, or service.

Customer remains responsible for evaluating third-party intellectual property rights and obtaining any additional permissions required for Customer's particular use. Cytion does not knowingly grant rights it does not possess. No right is granted by implication, estoppel, or otherwise beyond the rights expressly provided in the Applicable Terms.

6. Acceptance and Reliance

By ordering, accepting delivery of, opening, propagating, or otherwise using the Material, Customer acknowledges that it has received or had access to the Applicable Terms, accepts and agrees to comply with them, and may rely upon the supply representation in Section 1 subject to the limitations stated in this LULL and the Applicable Terms.

7. No Additional Warranty

Except for the express supply representation in Section 1, all warranties, disclaimers, remedies, limitations of liability, indemnification obligations, governing-law provisions, and dispute-resolution provisions are governed exclusively by the Applicable Terms. Nothing in this LULL limits any broader representation, warranty, or right expressly provided in a separately signed agreement between Cytion and Customer.