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Terms and Conditions

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The following Terms and Conditions shall apply to all agreements for services or products described in Purchase Order(s) sent by the customer ("Customer") to Integral Molecular, Inc. ("INTG") and accepted by INTG with a Purchase Order Acknowledgment. These Terms and Conditions shall not be modified except in writing signed by the parties.

1. Performance of Services. All orders for services (the "Services") or products (the "Products") described in the Purchase Order shall be made in writing and are subject to acceptance by INTG, and such acceptance shall also be made in writing. A good faith effort to complete all Services and/or produce the Products on schedule will be made, and Customer will be notified if INTG determines that there are likely to be substantial delays. INTG is only responsible for performing the Services and/or delivering to Customer the Products specified in the Purchase Order, which shall specify the materials and/or data (the "Deliverables") to be delivered to Customer.

2. Limited Warranty. INTG shall not be liable for special, incidental, or consequential damages of any kind regarding the Services or Products. INTG shall not be liable for property damage, personal injury, or economic loss caused by the Services or Products. Due to the scientific experimental nature of the Services and Products of INTG, including but not limited to Membrane Proteome Array (MPA), epitope mapping and Lipoparticles, all Deliverables are provided "as is." If INTG's Services and Products are used for purposes of evaluating or testing any materials or molecules (the "Test Materials") to meet any legal or regulatory requirements (including but not limited to the USPTO, FDA, EMA, and other patent and drug agencies), while INTG makes diligent effort to provide data regarding such Test Materials (the "Data"), INTG does not guarantee that the Data will support or result in Test Materials meeting such legal or regulatory requirements. Such Data is experimental in nature and must be interpreted in connection with the specific experiments from which the Data is generated. It is the sole responsibility of the Customer to interpret the Data and determine whether the Test Materials are suitable and safe for any use (including in animals or humans), whether the Test Materials perform or function as contemplated by the Customer, or whether the Test Materials comply with the applicable legal or regulatory requirements. INTG hereby expressly disclaims any warranty relating to the fitness of the Services, Products, Deliverables, and Data for any particular purpose. Where Customer supplies specifications to INTG to perform Customer-specified services, including specific antibodies, receptors, or gene products, Customer assumes all liability and responsibility regarding the intellectually property rights of any third party. INTG MAKES NO REPRESENTATIONS OF ANY KIND AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES AND DELIVERABLES INCLUDING WITHOUT LIMITATION AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. INTG'S AGGREGATE LIABILITY RESULTING FROM PROVIDING THE SERVICES AND PRODUCTS SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS SPECIFIED IN THE PURCHASE ORDER.

3. Price and Payment Terms. Payment terms are net 30 days from the date of invoice, payable in United States dollars. If Customer is a tax-exempt organization, Customer may submit a copy of its tax exemption certificate with its Purchase Order. Services and Products will be billed as specified in Customer Project Pricing and Timeline in the Purchase Order or a written contract between the parties. Any shipping and handling charges, insurance, and applicable taxes are at Customer's expense and will be added to the invoice. For certain projects, a non-refundable upfront set-up fee may be required to initiate such a project, which shall be specified in the Purchase Order. Invoices will be sent to Customer before initiation of or at completion of other stages of the project, as specified in Customer Project Pricing and Timeline in the Purchase Order. When a project encounters unforeseeable difficulty, INTG may halt the project at its discretion and the Customer shall pay for the pro rata portion of the project completed, subject to any non-refundable upfront set-up fee. Any additional services required to complete the project that would incur additional charges will be presented to Customer prior to initiation for written authorization. If an invoice is not paid when due, INTG, at its option and without prejudice to other lawful remedies, may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate the Services. Pricing and turnaround times are best estimates that include information provided by Customer and are subject to change.

4. Intellectual Property. Customer shall be the exclusive owner of all Customer supplied proprietary Materials and Deliverables generated in connection with Services using such Customer's Materials, whether or not copyrightable or patentable. If Customer supplied Materials include compounds or molecules available to the general public ("Public Compounds"), unless otherwise agreed upon in writing, nothing in this agreement shall prohibit or restrict INTG from utilizing such Public Compounds, developing technologies relating to such Public Compounds or making modifications to such Public Compounds outside the scope of the Services for any purposes. INTG's proprietary technologies, including its MPA, epitope mapping, shotgun mutagenesis library and Lipoparticle technologies, and any improvements thereof (including specific receptor sequences and engineered receptors) is and shall continue to be solely owned by INTG. INTG shall retain its ownership of the intellectual property rights to the Products delivered to Customer, and shall, upon receiving full payment specified in the Purchase Order, grant Customer a license to use the Products, provided that Customer shall not resell or reverse engineer the Products. Title to and ownership of Deliverables generated in connection with Services shall be retained by INTG until INTG has received payment in full, including any success fees. Until the moment of full payment of all products delivered, Customer shall not be authorized to give or permit third parties the use of the Deliverable, to rent or pledge, to transfer the title or to alienate or encumber the same in any other way.

5. Confidentiality. INTG will treat all Customer supplied Materials and Deliverables generated in connection with Services using Customer's Materials as proprietary and confidential and will not disclose the same to any person except its employees, consultants, and subcontractors to whom it is necessary to disclose the information for purposes of providing the Services. INTG may disclose the information to its employees, consultants, or subcontractors, provided that such employees, consultants, or subcontractors are subject to a written agreement that includes confidentiality terms at least as restrictive as those specified herein. Any employee, consultant, or subcontractor who is given access to the information shall be informed by INTG of these terms and conditions.

6. Indemnification and reimbursement. Customer shall hold harmless and indemnify INTG and its employees from and against any liability, demand, damage, cost or expenses (including reasonable attorney's fees) arising from any third-party claim, action or proceedings, resulting from (a) Customer's breach of its obligations, or (b) Customer's negligence or willful misconduct, except to the extent caused by INTG's (a) material breach of obligations, and (b) gross negligence or willful misconduct in performing the Services or producing the Products. In the event that INTG or its employees, by reason of providing the Services or Products to Customer, (i) becomes a witness in a proceeding, or (2) receives a subpoena or other orders to the similar effect issued by a court or government agency with respect to a proceeding, Customer shall reimburse INTG or its employees for all expenses actually and reasonably incurred in giving testimony or furnishing documents for such proceeding.

7. Governing law and jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction of the federal or state courts of the Commonwealth of Pennsylvania.

8. Entire Agreement. Unless a separate written agreement is signed by both parties, the entire contract between Customer and INTG is contained in these Terms and Conditions, except such other terms as may be specifically incorporated in the Purchase Order Acknowledgment by reference. No alleged oral promises or conditions not set forth in the Purchase Order Acknowledgment shall be binding upon Customer or INTG, and any prior negotiations between the parties are merged into these Terms and Conditions. INTG's issuance of a Purchase Order Acknowledgment is expressly made conditional (i) upon Customer's assent to any and all terms contained in these Terms and Conditions that are additional to or different from any terms on any Purchase Order, and (ii) upon Customer's further assent that these Terms and Conditions constitute the sole and exclusive agreement between INTG and Customer. Such assent shall be deemed given unless Customer notifies INTG in writing of Customer's objection to specific terms within five (5) days after INTG's issuance of a Purchase Order Acknowledgment to the Customer. Issuance of a Purchase Order with additional or different terms is not an objection to specific terms of the Purchase Order Acknowledgment.