

Pilot Program Terms and Conditions

Cisterna Biologics, Inc. (“Cisterna”) uses proprietary technologies to build the next generation mRNA (“Cisterna mRNA”). Under the Cisterna Pilot Program, our customers (each, individually a “Customer”) may obtain Cisterna mRNA products and services (“Pilot Program”). These terms and conditions (this “Agreement”) govern our Customer’s access to Cisterna mRNA products and services under the Pilot Program. All access to the Pilot Program shall be via a written quotation (“Quotation”). To the extent the terms and conditions in any Quotation, Statement of Work, and Order (as defined herein) are inconsistent with this Agreement, this Agreement shall control unless Cisterna has expressly stated otherwise.

1. PILOT PROGRAM. The Cisterna mRNA is offered only to Customers that have been selected by Cisterna and have accepted participation in the Pilot Program. The Pilot Program gives a Customer an opportunity to test custom Cisterna mRNA. Since this is voluntary participation in the Pilot Program, Customer acknowledges that the mRNA may contain errors and may not perform as intended.

2. mRNA. Under the Pilot Program, Cisterna will provide to Customer custom mRNA products (“mRNAs”) described in (i) the Quotation and (ii) the associated mRNA sequence request submission completed by Customer and/or an applicable statement of work (collectively, “Statement of Work”) using Cisterna’s proprietary mRNA synthesis technology, methods, materials, equipment, and related intellectual property (collectively, “Cisterna technology”) and Customer’s nucleotide sequences or other information (“Customer Information”).

3. CUSTOMER INFORMATION AND DATA. Customer will provide Cisterna with the Customer Information specified in the Statement of Work. Cisterna will use Customer Information and any additional information provided by Customer or generated by Cisterna (“Data”) in accordance with the Statement of Work. Cisterna shall not be liable or responsible for any errors, inaccuracies, deficiencies or problems with Customer Information. Since this is voluntary participation in the Pilot Program, Customer acknowledges that the mRNA may contain errors and may not perform as intended.

4. QUOTATION, ORDERS, ACCEPTANCE, AND CANCELLATION. Unless otherwise expressly indicated in writing by Cisterna, the prices in the Quotation will be valid for the time period stated therein (or if not so stated, for a period of thirty (30) days). All Quotations remain subject to the availability of materials required to make the mRNAs and Customer’s credit worthiness. Customer is not deemed to have placed an order for

mRNA until Customer has received a Quotation and has submitted its Statement of Work (collectively, the "Order"). All Orders must be confirmed and accepted by Cisterna in writing. Unless otherwise specified in this Agreement, Customer may not cancel such Order once it has been confirmed and accepted by Cisterna. In the event that Cisterna fails to generate the mRNAs pursuant to an Order, Cisterna will notify Customer and cancel the applicable Order and, if applicable, refund prepaid amounts. Any cancellation of an Order shall be without penalty or liability to Cisterna.

5. DELIVERY. All delivery dates are estimates only. Cisterna will use reasonable efforts to meet estimated delivery dates subject to capacity, sequence complexity, and adequate lead times, but will not be liable to Customer in any way for any late shipment. Except as otherwise stated in the Order, Cisterna may ship all mRNAs using the means and carrier of its choice. mRNAs are deemed shipped and delivered to Customer when tendered to the applicable commercial carrier at Cisterna's facility. At this point, title to the mRNAs passes to Customer (subject to Customer's payment in full of all fees therefore) and Customer becomes responsible for the risk of loss or damage. Customer is responsible for the cost of freight, fees, VAT or other taxes (other than taxes payable by Cisterna on Cisterna's net income), duties, and all shipping and handling costs in connection with the mRNAs. Cisterna reserves the right to ship items in a single or in multiple shipments. Customer will accept and pay for partial shipments of mRNAs. In no case does the purchase price, even if inclusive of freight, cover the cost of any insurance, and Cisterna shall only be required to purchase any such insurance at Customer's prior written request and expense. Customer is solely responsible for clearing the mRNAs for import into Customer's country, if outside the United States. Customer shall be solely responsible for the use, storage, and handling of the mRNAs.

6. NO RETURNS. Due to the nature of the mRNAs, no returns or refunds shall be accepted.

7. PAYMENT TERMS. All mRNAs are invoiced upon shipment. Customer shall pay Cisterna 30 days from the date of the invoice, unless otherwise expressly provided for and confirmed in writing by Cisterna. Cisterna may cancel any unfilled portion of a shipment, or a new shipment, upon Customer's failure to make any payment when due. Overdue payments shall be subject to finance charges computed at (i) a periodic rate of 1.5% per month or (ii) the maximum rate permitted under applicable law, whichever is greater.

8. TERMINATION. Cisterna may terminate this Agreement if (i) Customer breaches any provision of this Agreement; (ii) Cisterna is unable to obtain third party materials

including raw materials for synthesis or purification technology specified in the Statement of Work, for reasons beyond our reasonable control; (iii) Cisterna determines that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent Cisterna from making the mRNAs, or (iv) Customer fails to pay any amount that is due. If Customer breaches the terms of this Agreement, Customer will be obligated to pay all fees set forth in the Order within 5 days of termination.

9. USE RESTRICTIONS. Customer shall use the mRNAs in strict accordance with all applicable local, state, national, and international laws, regulations and guidelines, as well as all safety precautions accompanying the mRNAs and this Agreement. The mRNAs have not been approved, cleared, authorized, or licensed by the United States Food and Drug Administration ("FDA") or any other applicable government agency, within or outside the United States, therefore, Customer shall not use any mRNAs in humans to treat or diagnose any condition nor for any other diagnostic or therapeutic purposes, for investigational use in foods, drugs, devices, or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals unless Customer first obtains all necessary and/or appropriate approvals, clearances, authorizations and/or licenses from the FDA or other applicable governmental agency within or outside the United States. The foregoing use limitation, however, shall not preclude Customer's use of (i) the mRNAs in Customer's lawful research and development of commercial products or services, provided that such mRNAs does not require any Data provided by Cisterna for the regulatory approval and commercialization of such products or services.

10. INTELLECTUAL PROPERTY. Cisterna owns and shall retain all right, title, and interest in and to any intellectual property in connection with Cisterna Technology ("Cisterna Intellectual Property"), including, but not limited to: (i) the production of the mRNAs; (ii) the incorporation of any improvements or modifications of Cisterna Technology arising out of the use of Customer Information; (iii) DNA template production, mRNA synthesis, chromatography purification, improvements, modifications, or suggestions to any of the foregoing; (iv) any data, methods, protocols, procedures, algorithms, software, documents, linear gene fragments, vectors, plasmids, materials, works of authorship, or other technologies, or improvements thereto, used or practiced in connection with producing mRNAs; or (v) intellectual property in the form of database, or other aggregation, or distribution in general benchmarking data and business reports, provided that, such use and/or incorporation does not identify Customer or incorporate any Customer Information. Subject to the foregoing, any Customer Information submitted solely by Customer to Cisterna is solely owned by Customer. No rights or licenses in, to or under Cisterna Intellectual Property are granted or provided to Customer hereunder, by implication, estoppel or otherwise, except to the extent expressly provided for in this Agreement. Customer grants Cisterna and its affiliates a

non-exclusive license to use the Customer Information to make and supply mRNAs under an Order and the terms and conditions of this Agreement.

11. REPRESENTATION AND WARRANTIES. Customer represents and warrants that: (i) Customer owns or has all right, title, and interest in and to any intellectual property, licenses, registrations, consents and permissions required to grant Cisterna the right to use Customer Information to make and supply the mRNAs under this Agreement and the Order; (ii) such Customer Information do not infringe or misappropriate any intellectual property right of any third party; (iii) all Customer Information will be de-identified and otherwise stripped of any identifiers of or information that can be used to identify any individual, including but not limited to any "Protected Health Information" as defined in 45 C.F.R. section 164. 103, "Personal Data" as defined in the General Data Protection Regulation (EU) 2016/679, or other information the disclosure of which is prohibited by applicable law or regulation; (iv) Cisterna's possession and use of the Customer Information and any mRNA that Customer orders under and in accordance with this Agreement and the Order shall: (1) not violate any applicable laws or other agreements to which Customer is a party, or (2) not require registration or other action under United States Federal Select Agent Program (FSAP) regulations, the United States Export Administration Regulations (EAR), or other biosecurity requirements, and (v) Customer will not import, export, or re-export the mRNAs in violation of any applicable laws, rules or regulations of any country, state or jurisdiction.

12. DISCLAIMER OF WARRANTIES. THE mRNAs AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND CISTERNA DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED. CISTERNA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR NON- MISAPPROPRIATION OF THIRD PARTY RIGHTS AS WELL AS WARRANTIES REGARDING SECURITY, SAFETY, EFFICACY, ABSENCE OF ERRORS, ACCURACY, COMPLETENESS OF RESULTS THROUGH THE USE OF THE mRNAs AND ANY WARRANTY ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.

CISTERNA DOES NOT WARRANT THAT THE MRNA WILL MEET CUSTOMER'S NEEDS, OR THAT IT WILL TIMELY, SECURE OR ERROR-FREE. CISTERNA ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE MRNA WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, DOCUMENT OR OTHER MATERIAL BY CUSTOMER WILL MEET CUSTOMER'S EXPECTATIONS.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL CISTERNA BE LIABLE TO CUSTOMER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONTINGENT, STATUTORY OR ANY OTHER SPECIAL DAMAGES, COSTS, EXPENSES, LEGAL FEES OR LOSSES, (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOST INCOME, OPPORTUNITY COSTS, DAMAGE THAT RESULT FROM USE, LOSS OF USE, LOSS OF DATA, OR PERFORMANCE OF THE MRNA, INCONVENIENCE OR DELAY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF (OR INABILITY TO USE) THE mRNAs, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF CISTERNA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW, CISTERNA'S LIABILITY FOR DAMAGES ON ACCOUNT OF A CLAIMED DEFECT IN ANY PRODUCT OR SERVICES DELIVERED BY CISTERNA SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICES ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL CISTERNA BE LIABLE TO CUSTOMER FOR ANY DAMAGES (I) ARISING FROM CLAIMS ARISING FROM INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND (II) RELATING TO ANY INSTRUMENT, EQUIPMENT, ASSAY, APPARATUS OR OTHER PERSON OR PROPERTY IN CONNECTION WITH THE USE OF ANY PRODUCT OR SERVICES SOLD UNDER THIS AGREEMENT.

14. INDEMNIFICATION. As a condition of Customer's use of the mRNAs, Customer shall indemnify, defend, and hold harmless Cisterna and its affiliates, directors, officers, employees, subcontractors and agents from any and all suits, claims, demands, damages, injury, losses or Attorneys' fees and expenses arising out of or resulting from (i) Customer's use of the mRNAs, (ii) Customer's breach of the terms and conditions of this Agreement, (iii) any act or omission of Customer, or its agents, employees or subcontractors, and (iv) Customer's violation or alleged violation of any federal, state, county or local laws or regulations including, without limitation, the laws and regulations governing the safety and in the handling, storage or use of the mRNAs.

15. FEEDBACK. Although there is no affirmative obligation to do so, irrevocable and perpetual right, title and license, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any Feedback, now or in the future.

16. CONFIDENTIALITY. "Confidential Information" of a party means any information disclosed by or on behalf of a party or its representatives (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement that is (a) marked "Confidential" or "Proprietary" or (b) otherwise reasonably expected to be treated in a confidential manner that by participating in the Pilot Program, Customers are encouraged to provide to Cisterna reasonable suggestions, it is expressly understood, acknowledged and agreed comments and feedback regarding the Pilot Program (collectively, "Feedback") and Cisterna has full, unencumbered, under the circumstances of disclosure or by the nature of the information itself. Confidential Information does not include any information that the Receiving Party can show (i) is publicly available or becomes publicly available through no action or inaction of the Receiving Party; (ii) is in the rightful possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party to the Receiving Party; (iii) is obtained by the Receiving Party from a third party without an accompanying duty of confidentiality and without a breach of such third party's obligations of confidentiality or (iv) is hereafter independently developed by Receiving Party without reference to or reliance upon any Confidential Information of the Disclosing Party. The Receiving Party shall (1) use the Confidential Information of the Disclosing Party solely to exercise its rights and fulfill its obligations under this Agreement, (2) except with the Disclosing Party's express written consent, not disclose Disclosing Party's Confidential Information to any third parties other than its own employees or agents on a need to know basis who are subject to written obligations of confidentiality and non-use that are at least as protective of Disclosing Party's Confidential Information as this Agreement, and (3) take the precautions the Receiving Party employs with respect to protecting its own confidential information of a similar nature to protect the Disclosing Party's Confidential Information. Notwithstanding the foregoing, all Customer Information and mRNAs shall be Confidential Information of Customer. Cisterna Technology, Cisterna improvements, and Feedback shall be the Confidential Information of Cisterna. Notwithstanding the foregoing, Cisterna may disclose aspects of Customer Information in aggregation, without disclosing specific nucleotide sequences in such Customer Information, and provided that such disclosure does not identify Customer to any third party. This Agreement and any other aspects of an Order shall be Confidential Information. If the Receiving Party becomes legally required to disclose any Confidential Information of the Disclosing Party, the Receiving Party will notify the Disclosing Party of such requirement and cooperate with the Disclosing Party's efforts to contest such requirement and/or obtain a protective order preventing or limiting the disclosure. In any event, the Receiving Party shall disclose only that portion of Confidential Information that is legally required to be disclosed and such disclosed information shall maintain its confidentiality protection for all other purposes. Except to the extent set forth in this Agreement, upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, notes and other tangible materials representing the Disclosing Party's Confidential Information and all copies

thereof (excluding any Confidential Information that is subject to a surviving license granted to the Receiving Party hereunder); provided, however, that the Receiving Party may retain a single copy of such Confidential Information under conditions of confidentiality solely for legal archival purposes and for compliance with the surviving provisions of this Agreement and applicable laws and regulations. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to require the Receiving Party to alter, modify, delete or destroy any electronic copy of files created automatically in the ordinary course of business pursuant to the Receiving Party's standard electronic back-up and archival procedures so long as such electronic files are (x) maintained only on centralized storage servers (and not on personal computers or devices), and (y) not readily accessible by the Receiving Party's employees or agents (other than its information technology specialists). The parties expressly acknowledge and agree that any breach or threatened breach of this Section by the Receiving Party may cause immediate and irreparable harm to the Disclosing Party that may not be adequately compensated by damages. Each party therefore agrees that in the event of such breach or threatened breach by the Receiving Party, and in addition to any remedies available at law, the Disclosing Party shall have the right to seek equitable and injunctive relief, without bond, in connection with such a breach or threatened breach.

17. GOVERNING LAW. This Agreement will be governed by the laws of the State of California without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for International Sale of Goods will not apply to this Agreement.

18. ARBITRATION. Any dispute between the parties arising out of or in connection with this Agreement shall be settled by arbitration utilizing the dispute resolution procedures of the Judicial Arbitration & Mediation Service (JAMS) in San Diego, California, by one arbitrator appointed in accordance with said rules.

19. GENERAL. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit or restrict Cisterna's right and ability at all times to provide any products and services which are similar or identical to the mRNAs or DNA template synthesis services to a third party, provided, however, that Cisterna shall not use any Customer Confidential Information to provide such mRNAs and services to such third party. Cisterna may use third party(ies) for DNA template synthesis services and Customer acknowledged, understands and agrees that the DNA sequence information may be shared with third party(ies) in making the mRNA. This Agreement, together with the Quotation, Order, Statement of Work, and any other documents incorporated herein by reference, and any additional price or payment terms in the then-current quotation,

constitutes the entire agreement regarding the subject matter hereof and supersede all prior or contemporaneous understandings, written or oral. Cisterna reserves the right, in its sole and absolute discretion to modify, add or remove terms of this Agreement. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement. Neither this Agreement nor any rights hereunder shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Cisterna. Any purported assignment without Cisterna's consent shall be null and void. If any of the terms and conditions set forth in this Agreement are held to be illegal by any court of competent jurisdiction, all remaining terms set forth herein shall remain in full force and effect.