

HLA PROTEIN TECHNOLOGIES INC'S SALES AND SERVICES TERMS AND CONDITIONS

Thank you for your interest in purchasing our Products and/or Services. We value your business, and our goal is to make your purchasing experience as smooth and simple as possible. Unless otherwise expressly agreed in writing, your purchase of Products and/or Services is subject to the following terms and conditions:

I. DEFINITIONS

- A. "Agreement" means these Terms and Conditions together with any applicable Purchase Order or Service Contract.
- B. "Commercial Use" means the sale, license, lease, export, transfer or other distribution of the PRODUCTS to a third party for financial gain or other commercial purposes of any kind and/or the use of the PRODUCTS: (a) to provide a service for financial gain; (b) for general sale or use in the manufacture of any therapeutic, diagnostic or other purpose intended for general sale. Commercial use also includes the sale, resale, or use of any HLA Protein Service for commercial gain.
- C. "Products" means any biologic or other material acquired from HLA Protein Technologies Inc. ("HLA Protein") by Purchaser as described on a Sales Order or through a Service Contract from the company.
- D. "Purchaser" or "Customer" means the person, entity, or organization purchasing and receiving the Products or requesting that a Service be performed on its behalf.
- E. "Research Purposes" means the use of the Products or Service for non-commercial, internal research and development purposes only by a Purchaser.
- F. "Sales Order" means an order submitted for Products or Services in a form and format as determined by HLA Protein from time to time to purchase Products.
- G. "Services" means any service performed by HLA Protein on behalf of, or at the request of, a Purchaser.
- H. "Trademarks(s)" means all trade name, trademark and service mark rights, whether registered or not, now owned or hereafter acquired, and the entire goodwill of the business of HLA Protein connected with and symbolized by such marks, including, without limitation, HLA Protein, HLA Protein catalog marks, and HLA Protein Licensed Derivatives.

II. RESEARCH USE ONLY

HLA Protein offers its Products and Services for research uses only. THE PRODUCTS SOLD ARE FOR RESEARCH USE ONLY AND ARE NOT FOR COMMERCIAL DIAGNOSTIC, CLINICAL, IN VITRO, EX VIVO, OR IN VIVO THERAPEUTIC USES, OR ANY TYPE OF CONSUMPTION BY OR APPLICATION TO HUMANS OR ANIMALS. Your purchase of our Products or Services gives you no rights to use Products or Services in any commercial application, including manufacturing, quality control, or commercial services such as reporting the results of your activities for a fee or other consideration, or reselling Products to any third party. You hereby agree to use our Products or Services for non-commercial, research purposes only. You acknowledge that our Products or Services have not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise. Please contact licensing@hlaprotein.com if you have any questions about these Sales Terms and Conditions.

III. LICENSING FOR COMMERCIAL USE

- A. Commercial Licenses. HLA Protein recognizes the potential utility of our Products in commercial applications. To address this need, we have created an out-licensing program that allows certain companies and institutions to use our Products and Services under an exclusive or non-exclusive license agreement for commercial use.

Examples of commercial uses of our Products or Services that would require a license agreement for commercial use include (this is not a comprehensive list):

- Contract pharmaceutical manufacturing
- Drug development
- Clinical diagnostics
- Transplant diagnostics
- Vaccine manufacture
- QA/QC biological release, potency, viral clearance and/or product development assays
- Contract research — drug discovery, preclinical services, screening
- Medical devices
- Gene expression databases
- Genome sequencing

- High-throughput technologies

For information about commercial use of our Products or Services, please contact us: licensing@hlaprotein.com.

IV. GENERAL TERMS.

These sales terms and conditions (“Terms”), our quotation (if any) and Supplementary Terms, if any, comprise the agreement (“Agreement”) between you and HLA Protein and supersedes all prior agreements. Unless your order is subject to a separate, valid, written, executed agreement between you and HLA Protein, such as a separate Service Agreement, in which case such agreement applies, you agree to accept and be bound by this Agreement by ordering products on HLAprotein.com or by receiving orders or sales documents that reference these Terms. Together this Agreement and the Website Policies and Procedures represent the complete and exclusive contract between us with respect to your purchase of any Products or Services.

- A. Supplementary Terms. Some of our Products or Services may also be subject to additional written contract terms that you will not find here (“Supplementary Terms”). You will find any Supplementary Terms that apply to your purchase in our quotation to you, on HLAprotein.com, or in literature that accompanies the Products or Service. You can also obtain copies by contacting us at support@hlaprotein.com.
- B. Terms Conflict. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) this Sales Terms Agreement for Products or Services; and finally (c) any applicable Supplementary Terms. We reject any different terms or provisions contained in any document you provide unless agreed to in writing by HLA Protein, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.
- C. When Agreement takes Effect. The Agreement between us is created when you receive email confirmation that we have accepted your order.
- D. Price.
 - a. Determining Price. Prices we quote you are valid for 30 days, unless we state otherwise in writing.
 - b. Taxes and Fees. Our product prices do not include any taxes (including VAT), duties, levies or other government fees that may apply to your order. If they apply, it will be your responsibility to pay them. If we pay them, we will add

them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

- c. **Delivery Fees; Freight Policy.** You are also responsible for standard delivery and handling charges, if applicable, and our product prices do not include such charges unless expressly stated. If we pay such charges, we will also add these to your invoice.
- E. **Cancellation and Changes.** Once you have placed your order, you cannot cancel or change it without our written consent.
- F. **Payment.**
 - a. **Payment Terms.** For Products, we will invoice you for the Product price and all other charges due when we ship the products to you. Unless we have agreed otherwise in writing, we will charge your account or credit card upon shipment of the Product to you. If you have any authorized account with us that allows for net payment terms, you agree to pay us within 30 days from your receipt of invoice. Each order is a separate transaction, and you may not off-set payments, including from one order against another. You will make all payments in the currency specified in our invoice to you. Upon placing an order, we may place a hold on your credit card but we will not charge you until the Product has shipped.
For Services, we may require a 50% payment upfront upon execution of a Service Agreement, and the final 50% payment after completion of the Services or deliverables. In some circumstances for custom Services we may require an upfront payment of the entire amount due for the particular Service.
 - b. **Late Payment.** If you are late in making any payment due to us, without affecting our other rights, you will make payment to us, upon our demand, of a late-payment charge. The late payment charge will be calculated as interest on the sums due from the payment due date until you make payment in full, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law and will also include our reasonable costs of collection (including collection agency fees and attorneys' fees).
- G. **Delivery.** We will ship products to the destination you specify in your order, FOB our shipping point. By agreeing to these Terms, you (i) give your consent for us to arrange for carriage for all products supplied hereunder on your behalf; and (ii) waive your right to arrange carriage or to give us any specific instructions regarding carriage. We

may, in our discretion, make partial shipments and invoice each shipment separately. Our shipping dates are approximate only, and we will not be liable for any loss or damages resulting from any delay in delivery. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a product to you is delayed due to any cause within your control, we will place the delayed products in storage at your risk and expense.

H. Risk of Loss and Title. Title to and risk of loss of the products will pass to you when we load them onto the commercial carrier at our facility.

I. Returns Policy

- a. Returns. HLA Protein must pre-authorize all product returns. HLA Protein will approve return of any product that is damaged or defective on receipt, provided you contact HLA Protein within five days after receiving the product and provided such damage or defect has not been caused by any failure by you or the carrier to handle or store products using reasonable care or as otherwise indicated on the label. If you do not contact us within this five day period, we will deem the product to be accepted, but you will not lose any warranty rights.
- b. Product-Credit Eligibility. If we exercise our discretion to authorize a product for return then the product must arrive at our facilities in a condition satisfactory for resale. Any return not due to our error is subject to a restocking charge of 25% of the sale price. We do not credit shipping charges. You will not receive credit for any product returned without our prior consent.

V. INTELLECTUAL PROPERTY.

- A. Use Limitations. As between you and us, we exclusively own all intellectual property rights relating to our products and services. Unless we expressly state otherwise in a separate written agreement, our sale of products to you grants you only a limited, nontransferable right under our intellectual property to use the quantity of products purchased from us for your internal research purposes. No right to transfer, distribute or resell our products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by us in writing, you will not modify, change, remove, cover or otherwise obscure any of our brands, trade or service marks on the products. Nothing in the Agreement limits our ability to enforce our intellectual property rights.

- B. Commercial Applications; Additional Rights. Unless we expressly state otherwise in a written agreement with you, we give no rights to use our products in any commercial application, including manufacturing, quality control, commercial services such as reporting the results of your activities for a fee or other consideration, or in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. If you need commercial use rights in respect of our products (including the right to perform fee-for services), please contact our licensing department at licensing@hlaprotein.com. Where your use of our Products are outside the scope of the Agreement, it is solely your responsibility to acquire additional rights.
- C. Intellectual Property Ownership. Unless otherwise specified in applicable written agreements with you, we exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for us, or jointly by you and us, in relation to processes, designs and methods utilized in manufacture of a custom product. You agree to transfer and assign to us all your right, title, and interest in and to any joint intellectual property. At our request and at our expense, you will help us secure and record our rights in such intellectual property.

VI. LIMITED LICENSE AND USE OF PRODUCTS

- A. Limited License Grant. HLA Protein grants to Purchaser a limited, non-exclusive and non-transferable royalty-free license under the HLA Protein intellectual property to use Products for the Purchaser's Research Purposes and internal non-commercial use only.
- B. Limitations on License. Purchaser receives no other license under the HLA Protein Intellectual Property to make, use or sell Products or Services for Commercial Use. By placing an order with HLA Protein, Purchaser specifically agrees that it will not use the Products or Services for any Commercial Use without the express, written consent of HLA Protein, which shall require an additional license. Purchasers desiring a license to sell Products commercially may contact HLA Protein at licensing@hlaprotein.com.
- C. No Human Use. Purchaser acknowledges that the Products are not intended for use in humans, and agrees that it shall not use the Products for any diagnostic or therapeutic treatments in humans.

VII. WARRANTY; WARRANTY DISCLAIMER

- A. **Warranty.** HLA Protein warrants that any Products delivered to you shall meet the specifications on the applicable Products' product information sheet, certificate of analysis, and/or catalog description until the expiration date on the applicable Product's product label if listed, or (30) day period after purchase, referred to herein as the "Warranty Period".
- B. **Remedies.** Purchaser's exclusive remedy, and HLA Protein's sole liability, for breach of the warranties set forth in this paragraph is for HLA Protein to, at HLA Protein's sole option, either (i) refund any fees paid to HLA Protein for such Products, or (ii) replace the Products or re-perform the Services.
- C. **Applicability of Warranty.** The warranties set forth in this paragraph apply only if Purchaser handles and stores the HLA Protein Products as described in the applicable product information sheet. Further, in order to obtain the remedies provided under the warranties, Purchaser will promptly email support@hlaprotein.com detailing the specifications that the Product does not meet and how the conclusion was determined by specifying the testing or analytical method used to determine such specification. HLA Protein, at HLA Protein's sole discretion will review Purchaser's analysis to determine that protocols and or testing methods used are applicable to the purchased Products. In the event HLA Protein agrees that products do not meet the specifications, HLA Protein will remedy the situation as outlined above.
- D. **Exclusive Remedy.** To obtain the exclusive remedy, Purchaser must report the lack of viability or non-conformation to specifications to HLA Protein within the Warranty Period by emailing support@hlaprotein.com. Any expiration date specified on the Product's shipment documentation states the expected remaining useful life but does not constitute a warranty or extend any applicable Warranty Period.
- E. **EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE PRODUCTS, SERVICES, AND ANY TECHNICAL INFORMATION AND ASSISTANCE PROVIDED BY HLA PROTEIN IS PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TYPICALITY, SAFETY, ACCURACY AND/OR NON-INFRINGEMENT.**
- F. **No Performance Guarantees.** HLA PROTEIN DOES NOT WARRANT THAT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT RESULTS WILL BE REPRODUCIBLE OR CONSISTENT.

- G. HLA-Specific Disclaimers. Customer acknowledges that HLA proteins and peptides may exhibit individual variability in biological activity. Results may vary based on genetic background, population ancestry, and other factors. HLA Protein disclaims any liability for variations in results due to HLA polymorphism, population-specific differences, or individual genetic variations.

VIII. COMPLIANCE WITH LAWS

- A. Purchaser Responsibilities. Purchaser is solely responsible for, and shall ensure compliance with, all foreign and domestic, federal, state and local statutes, ordinances and regulations applicable for use of the Products by Purchaser. Purchaser is solely responsible for obtaining all permits, licenses or other approvals required by any governmental authority in connection with Purchaser's receipt, handling, storage, disposal, transfer and use of the Products. Without limiting the generality of the foregoing, any shipment of Products to countries outside the United States must comply with all applicable foreign and U.S. laws, including the U.S. export control laws and related regulations.

IX. INDEMNIFICATION

- A. Federal or State or Non-Profit Organization: If Purchaser is a Federal or State non-profit organization or foreign organization that is prohibited by law from entering into the indemnification obligation set forth in the subsequent paragraph: Purchaser assumes all liability for any and all third party claims, losses, expenses and damages, including reasonable attorneys' fees (collectively "Claims") arising out of or relating to Purchaser's use, receipt, handling, storage, transfer, disposal and other activities relating to the Products, provided that Purchaser's liability shall be limited to the extent that any such Claim arises out of HLA Protein's gross negligence or willful misconduct, and provided further that if the Purchaser is the U.S. federal government or a state institution such Purchaser assumes such liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. or under equivalent applicable State or foreign law.
- B. For-Profit Organization: If Purchaser is a for-profit organization or a private non-profit organization: Purchaser hereby agrees to indemnify, defend and hold harmless HLA Protein, its affiliates, officers, directors, employees, and agents against all third party claims, losses, expenses and damages, including reasonable attorneys' fees (collectively "Claims") arising out of or relating to Purchaser's use, receipt, handling, storage, transfer, disposal and other activities relating to the Products, provided that Purchaser's liability shall be limited to the extent that any such Claim arises out of

HLA Protein's gross negligence or willful misconduct. All non-monetary settlements of any such Claims are subject to HLA Protein's prior written consent, such consent not to be unreasonably withheld.

X. LIMITATION OF LIABILITY

- A. Liability Cap. IN NO EVENT SHALL HLA PROTEIN'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.
- B. Exclusion of Consequential Damages. IN NO EVENT SHALL HLA PROTEIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE PRODUCTS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF HLA PROTEIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

XI. MISCELLANEOUS

- A. Governing Law. The Agreement and performance under it will be governed by the laws of the state of Oklahoma in the United States of America, without regard to conflict of law principles. In the event of any legal proceeding between you and us relating to the Agreement, neither party may claim the right to a trial by jury. Any action arising under the Agreement must be brought within one year from the date that the cause of action arose.
- B. Arbitration Requirement. Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.
- C. Regulatory Restrictions. You agree a) to use our products in accordance with our instructions; (b) you are solely responsible for making sure that the way you use our products complies with applicable laws, regulations and governmental policies; (c) you will obtain all necessary approvals and permissions you may need; and (d) it is solely your responsibility to make sure the products are suitable for your particular use.

- D. **FDA Status.** HLA Protein makes no representations regarding regulatory compliance of Products in any jurisdiction. Products have not been evaluated by the FDA and are not intended for diagnostic or therapeutic use.
- E. **Biological Materials Safety.** Products may contain biological materials that require special handling and disposal procedures. Customer assumes all risk and liability for proper handling, storage, use, and disposal of Products. Customer shall implement appropriate safety procedures and comply with all applicable biosafety guidelines.
- F. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including without limitation acts of God, natural disasters, pandemics, government actions, supply chain disruptions, or labor disputes. In certain situations, we may use our reasonable judgment and apportion products then available for delivery fairly among our customers.
- G. **No Waiver; Invalidity.** Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach.
- H. **Headings.** Headings are for convenience only and shall not be used in the interpretation of these Terms.
- I. **Confidentiality.** You agree to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions (including any protein sequences or cell lines) received from us as a result of discussions, negotiations and other communications between us in relation to our Products or Services.
- J. **Notices.** Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when personally delivered, or three (3) business days after being sent by certified mail, postage prepaid, to a party's specified address.
- K. **Requirement to Reduce to Writing.** No waiver, consent, modification, amendment or changes to the terms of the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.
- L. **Severability.** Any provision of the Agreement which is prohibited, or which is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

- M. Breach. Purchaser agrees that any material breach of this Agreement, including but not limited to any breach of the scope of use provisions of this Agreement, will entitle HLA Protein to immediately cease without notice to Purchaser further shipments of Products and may create such irreparable injury as to entitle HLA Protein to seek temporary restraining orders and other preliminary or permanent injunctive relief in addition to all other equitable and legal remedies that may be afforded under U.S. or foreign laws.
- N. Survival. The provisions relating to warranty disclaimer, liability limitations, indemnification, arbitration, intellectual property, and regulatory compliance shall survive termination of this Agreement.
- O. No Assignment. Purchaser may not assign or otherwise transfer its rights or obligations under these Terms and Conditions, whether by operation of law or otherwise. Any such attempted assignment or transfer will be void and of no force or effect.
- P. Correspondence. Any correspondence concerning these Terms should be addressed to HLA Protein Technologies Inc., 655 Research Parkway, Suite 556, Oklahoma City, Oklahoma 73104, Phone: (405) 271-3838 or support@hlaprotein.com.

By placing an order or accepting delivery of Products and/or Services, Customer acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions.

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