

# bYlok® Sequence Editor Web Platform Terms & Conditions of Use

This platform licence agreement ("**Platform Licence**") is a legal agreement between the customer identified on the registration form ("**Licensee**" or "**you**") and **LONZA SALES AG** incorporated and registered in Switzerland whose registered office is at Muenchensteinerstrasse 38, CH-4002, Basel, Switzerland ("**Lonza**", "**us**" or "**we**"), in respect of the use of the Bispecific Web Platform (as further defined below).

## **IMPORTANT NOTICE TO ALL USERS:**

- BY CLICKING ON THE "ACCEPT" BUTTON, YOU AGREE TO THE TERMS OF THIS PLATFORM LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES EACH TIME YOU ACCESS THIS BISPECIFIC WEB PLATFORM. THE TERMS OF THIS PLATFORM LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5.
- IF YOU DO NOT CLICK "ACCEPT" AND IN DOING SO AGREE TO THE TERMS OF THIS PLATFORM LICENCE THEN YOU ARE NOT AUTHORISED TO AND SHALL NOT ACCESS THIS BISPECIFIC WEB PLATFORM.

You should print a copy of this Platform Licence for future reference.

## **1. DEFINITIONS**

**Access Fee** means the initial fee of fifty thousand Swiss Francs (CHF 50,000) paid to Lonza by Licensee for use of the Bispecific Technology, pursuant to Clause 5.1 of the Bispecific LULL.

**Bispecific LULL** means Lonza's 'research and commercial licence agreement' governing the Licensee's use of the Bispecific Technology (a copy of which is available on request from [bispecific@lonza.com](mailto:bispecific@lonza.com)).

**Bispecific Technology** means the bispecific antibody platform known as 'bYlok®', used to enhance and/or facilitate bispecific antibody manufacturing, as licensed to the Licensee under the terms of the Bispecific LULL.

**Bispecific Web Platform** means Lonza's proprietary 'bYlok® Sequence Editor' web platform and related software used to support the Bispecific Technology relating to the correct positioning of mutations.

**Force Majeure Event** means any act or event beyond Lonza's reasonable control (including without limitation failure of public or private telecommunications networks).

**Licensee Supervisor** means the designated employee of Licensee overseeing the adherence of the Licensee Users to the terms of this Platform Licence.

**Licensee User(s)** means those of the Licensee's employees and/or contractors authorised to use the Bispecific Web Platform and who are specifically identified in the customer registration form.

**Lonza Contact** means [bispecific@lonza.com](mailto:bispecific@lonza.com).

**Term** means the period during which the Licensee has a valid licence to use the Bispecific Technology in accordance with the terms of the Bispecific LULL.

Reference in this Agreement to Lonza shall, unless repugnant to the subject or context thereof, include its affiliates, successors and assigns.

## 2. ACCEPTABLE USE TERMS

- 2.1 You may use the Bispecific Web Platform for the sole and limited purpose of supporting the use of the Bispecific Technology. You must not use the Bispecific Web Platform in any other way or for any other purposes, or in a manner that breaches any applicable local, national or international law or regulation or which is in any way unlawful or fraudulent.
- 2.2 You shall ensure that all Licensee Users' devices used for accessing the Bispecific Web Platform are appropriately secured including but not limited to the following measures: regular patching and proper security settings (operating system, browser, applications), anti-malware, strong password policy for operating system account, firewall, security events monitoring.
- 2.3 All Licensee Users shall get their own accounts and passwords and shall not share their account credentials with other individuals.
- 2.4 The Licensee Supervisor shall notify the Lonza Contact in case of termination of employment or engagement or internal transfer of any Licensee User within 24 hours after such termination or transfer occurred, in order to ensure timely revocation of the account by Lonza.
- 2.5 The Licensee Supervisor shall perform a review of the Licensee Users' accounts at least every 6 months and shall inform the Lonza Contact of any changes required.

## 3. GRANT AND SCOPE OF LICENCE

- 3.1 In consideration of payment by you of the Access Fee and you agreeing to abide by the terms of this Platform Licence, we grant to you a non-exclusive, non-transferable licence to use the Bispecific Web Platform (in object code form only) for the Term on the terms of this Platform Licence.
- 3.2 Except as expressly set out in this Platform Licence (or as permitted by any applicable law), you undertake:
  - (a) not to copy the Bispecific Web Platform (or any part thereof) except where such copying is incidental to normal use of the Bispecific Web Platform, or where it is necessary for the purpose of back-up or operational security;
  - (b) not to make the Bispecific Web Platform or any copies of it available in any way to any third party (and in particular you agree not to share with or sub-licence, transfer, hire, rent, lease, loan the Bispecific Web Platform to any third party);

- (c) not to adapt, vary, modify or alter the whole or any part of the Bispecific Web Platform or combine, merge or incorporate the Bispecific Web Platform into any other program;
- (d) to supervise and control use of the Bispecific Web Platform and ensure that the Bispecific Web Platform is used by your Licensee Users in accordance with the terms of this Platform Licence;
- (e) to comply with all applicable laws and regulations; and
- (f) not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Bispecific Web Platform nor attempt to do any such things except to the extent that such actions cannot be prohibited in order to achieve inter-operability with another program under Section 296A of the Copyright, Designs and Patents Act 1988 and provided the information obtained by the Customer during such activities:
  - a. is used only for the purpose of achieving such inter-operability;
  - b. is not disclosed or communicated to any third party without our prior written agreement;
  - c. without affecting the general nature of this provision, is not used to create any software which is substantially similar to the Bispecific Web Platform.

#### 4. INTELLECTUAL PROPERTY AND USER UPLOADS

- 4.1 You acknowledge that: (i) all intellectual property rights in the Bispecific Web Platform (including, without limitation, any algorithms, code, text, images, graphics, illustrations, designs or other materials published on such Bispecific Web Platform), in each case anywhere in the world, belong to us; (ii) you have no rights in, or to, the Bispecific Web Platform other than the right to use it in accordance with the terms of this Platform Licence; and (iii) you have no right to have access to the Bispecific Web Platform in source code form.
- 4.2 You retain all ownership rights in any antibody sequences that you upload to the Bispecific Web Platform ("**Licensee Sequences**").
- 4.3 When you upload content to the Bispecific Web Platform (including, without limitation, any Licensee Sequences) ("**User Uploads**"):
- (a) you warrant that: (i) you have all necessary rights and authorizations (including, without limitation, intellectual property rights) to upload such User Uploads to the Bispecific Web Platform and (ii) such User Uploads will not infringe the rights of any third parties;
  - (b) you acknowledge that we shall have no obligations to store or otherwise maintain any such User Uploads on the Bispecific Web Platform; and
  - (c) you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use such User Uploads in connection with the service provided by the Bispecific Web Platform.
- 4.4 You shall fully indemnify, defend and hold harmless at all times Lonza, its affiliates, and their respective directors, officers, employees, servants and agents (collectively an "**Indemnified Party**") at all times in respect of any and all losses, damages, costs, claims and expenses (whether direct, indirect, general or special) ("**Losses**") suffered or incurred by the Indemnified Party arising out of or in connection with any breach by you of the warranties in Clause 4.3(a).
- 4.5 You shall be permitted to download and retain copies of any Licensee Sequences which have been modified through use of the Bispecific Web Platform ("**Modified Sequences**"), provided always that:

- (a) you acknowledge that (subject always to Clause 5.4) we shall have no liability arising out of or in connection with the use of such Modified Sequences; and
- (b) the right to use any such Modified Sequences shall cease upon termination or expiry of this Platform Licence.

## 5. LIABILITY AND WARRANTIES

5.1 To the fullest extent permitted by law, the Bispecific Web Platform and the information contained in it is provided for your use "as is" without any warranty (whether express or implied) of any kind. Without limiting the foregoing:

- (a) we do not warrant that the functions or materials on, or accessed from, this Bispecific Web Platform shall be uninterrupted or free from errors; and
- (b) you acknowledge that the Bispecific Web Platform has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Bispecific Web Platform or the Modified Sequences meet your requirements.

5.2 Subject to Clause 5.4, we shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation;

where any of the losses set out in Clause 5.3(a) to Clause 5.3(e) are direct or indirect; or

- (f) any special, indirect or consequential loss, damage, charges or expenses.

5.3 Other than the losses set out in Clause 5.2 (for which we are not liable) and subject to Clause 5.4, our maximum aggregate liability under or in connection with this Platform Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the Access Fee.

5.4 Nothing in this Platform Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

5.5 This Platform Licence sets out the full extent of our obligations and liabilities in respect of the Bispecific Web Platform. Except as expressly stated in this Platform Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Bispecific Web Platform which might otherwise be implied into, or incorporated in, this Platform Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## 6. TERMINATION

- 6.1 This Platform Licence shall terminate automatically upon termination of the Bispecific LULL between Lonza and Licensee.
- 6.2 We may terminate this Platform Licence immediately by written notice to you if you commit a material or persistent breach of this Platform Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.3 Without prejudice to any other rights we may have, we may suspend your access to the Bispecific Web Platform in the event that we reasonably consider that your continued access will or is likely to operate to our detriment. This may include (without limit) where you are in breach of this Platform Licence or where you suffer a security breach or other unauthorized access of or to your systems or your Licensee Users' accounts with us.
- 6.4 On termination or expiry of this Platform Licence for any reason:
- (a) all rights granted to you under this Platform Licence shall immediately cease (including, without limit, your right to access and use the Bispecific Web Platform); and
  - (b) you must immediately cease all activities authorised by this Platform Licence.

## 7. CHANGES AND UPDATES

- 7.1 We reserve the right to change these terms at any time without notice. It is your responsibility to check the terms regularly in order to be aware of any changes which are made to them.
- 7.2 By continuing to access this Bispecific Web Platform after the terms have changed, you are agreeing that you have read, understood and agree to be bound by the updated terms.
- 7.3 We reserve the right to alter, remove or update materials and information on the Bispecific Web Platform at any time without notice.

## 8. VIRUSES, HACKING & SECURITY

- 8.1 We do not warrant that the Bispecific Web Platform, its content or the server(s) that make it available are error or virus free or free of other harmful components or that your use of this website will be uninterrupted. You are accessing this website at your own risk and to the extent permitted by law and subject to Clause 5.4 we will not be liable for any loss or damage suffered by you as a result of viruses or other harmful material which you access from this website.
- 8.2 You are solely responsible for ensuring that you have suitable equipment and security and virus protection in place before using the Bispecific Web Platform.
- 8.3 You must not introduce viruses, trojan horses, worms, logic bombs, spyware, adware or other harmful materials to the Bispecific Web Platform which may adversely affect the operation of any computer or program or this Bispecific Web Platform.
- 8.4 It is the responsibility of Licensee Users to ensure that user name and password details are kept confidential at all times and not disclosed to any third party. In case of any suspected or actual security incident, Licensee Users shall immediately notify the Licensee Supervisor, who shall then notify the Lonza Contact and [secure@lonza.com](mailto:secure@lonza.com) within 24 hours.

8.5 We reserve the right to disable any user name and password at any time if in our opinion there is a risk of the confidentiality of the password being compromised.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Platform Licence that is caused by a Force Majeure Event.

9.2 If a Force Majeure Event takes place that affects the performance of our obligations under this Platform Licence:

- (a) our obligations under this Platform Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Platform Licence may be performed despite the Force Majeure Event.

## 10. PROCESSING OF PERSONAL INFORMATION

Personal information of Licensee Users (consisting of the user profile and their activities on the Bispecific Web Platform) is processed in accordance with the [Lonza Privacy Policy](#).

## 11. GENERAL

11.1 You may only transfer your rights or your obligations under this Platform Licence to another person if we agree in writing.

11.2 We may transfer our rights and obligations under this Platform Licence to another organisation, but this will not affect your rights or our obligations under this Platform Licence.

11.3 This Platform Licence constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Platform Licence. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Platform Licence.

11.4 If we fail to insist that you perform any of your obligations under this Platform Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.

11.5 If any one or more provisions of this Platform Licence shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Platform Licence shall not as a result in any way be affected or impaired. However, if any provisions of this Platform Licence shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and

effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

## **12. GOVERNING LAW & JURISDICTION**

12.1 This Platform Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

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