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2. You may not, under any circumstances:
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 - b. Use any Nanoplasmid Products or Enabled Products for any Excluded Uses.
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10. This LULL and your right to use the Licensed Products and Enabled Products hereunder shall terminate immediately if you or your Permitted Transferees fail to comply with the terms and conditions of this LULL.
11. Upon any termination of this LULL, you shall, and shall cause all of your Permitted Transferees to, destroy all Nanoplasmid Products, all Enabled Products, and all components and derivatives thereof in your (or your Permitted Transferees') custody or control, and you shall immediately notify Aldevron of such destruction in writing.

The following definitions apply to this LULL:

“Commercial Use” means (a) the offer for sale, sale, resale, transfer or distribution of all or any part of the Nanoplasmid Product or Enabled Products (whether or not limited for use in research), (b) the direct or indirect use of the Nanoplasmid Product or Enabled Products for manufacturing or production purposes, (c) the use of the Nanoplasmid Product or Enabled Products for commercialization purposes (including, by way of non-limiting example, the filing of an application for regulatory approval, any activities necessary to maintain a regulatory approval, the seeking of any pricing approval or any other use of the Nanoplasmid Product or Enabled Products in the commercialization of any commercial human, microbial, mammalian, veterinary or agricultural application), (d) the performance or provision of any processes or services for any Person, or (e) any other use, disposition or exploitation of the Nanoplasmid Product or Enabled Products for monetary or other consideration.

CONFIDENTIAL

“Development Use” means the use of any Nanoplasmid Product or Enabled Products in clinical activities for the development of therapeutic, prophylactic or diagnostic applications human, microbial, mammalian, veterinary or agricultural application, including direct or indirect uses that are necessary to seek any regulatory approval of a therapeutic, prophylactic or diagnostic application (excluding, for clarity, the filing of an application for regulatory approval or other approvals required for Commercial Use). By way of non-limiting example, Development Use includes clinical studies, efficacy studies, formulation development and optimization, and regulatory affairs and manufacturing activities in support of the foregoing. Development Use expressly excludes Research Use and the Excluded Uses (including without limitation all Commercial Use).

“Enabled Product” is defined in Section 1.a. above.

“Excluded Uses” means (a) any Commercial Use, (b) any human germline modification, including without limitation modifying the DNA of human embryos, or (c) any use in a manner that is prohibited by applicable laws, rules and regulations.

“Patent Rights” means (a) any patents and patent applications listed on Appendix A hereto, (b) any substitutions, divisions, continuations, reissues, renewals, re-examinations or extensions thereof, and (c) any foreign or international equivalents of any of the foregoing.

“Research Use” means (a) use of the Nanoplasmid Product or Enabled Products in internal research for all applications, and (b) the use of the Nanoplasmid Product or Enabled Products in pre-clinical activities for the development of therapeutic, prophylactic or diagnostic applications for human or veterinary uses (e.g., toxicology and tolerability, biodistribution and translational studies) as necessary to advance such therapeutic, prophylactic or diagnostic applications through the pre-clinical development process but expressly excluding any use in humans or animals. Research Use expressly excludes Development Use and the Excluded Uses (including without limitation all Commercial Use). For the avoidance of doubt, beyond internal research under subsection (a), Research Use does not include the right to use a Nanoplasmid Product or any Enabled Products for any activities other than those activities expressly permitted under subsection (b) above.

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Appendix A
Patent Rights

I. DNA Plasmids with Improved Expression (Heat inducible R6K origin vector production)

<u>Country</u>	<u>Priority Date</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Patent No.</u>
US	Aug 29, 2012	January 24, 2017	14/422,865	9,550,998
US	Aug 29, 2012	December 4, 2018	15/375,215	10,144,935
US	Aug 29, 2012	February 21, 2023	17/112,918 (Re-issue of 10,144,935)	RE49,423
US	Aug 29, 2012	NA	18/067,035 (CON of RE49,423; filed December 16, 2022)	NA
EP	Aug 29, 2012	June 13, 2018	EP13727671.3	EP2890404
NZ	Aug 29, 2012	March 24, 2017	705143	705143

II. Viral and non-viral Nanoplasmid vectors with improved production

<u>Country</u>	<u>Priority Date</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Patent No.</u>
US	March 21, 2018	NA	17/026,101	NA
Singapore	March 21, 2018	NA	11202009009U	NA
NZ	March 21, 2018	NA	767748	NA
KR	March 21, 2018	NA	2020-7030139	NA
JP	March 21, 2018	NA	2020-551263	NA
IN	March 21, 2018	NA	202047042116	NA
CN	March 21, 2018	NA	201980034026.9	NA
CA	March 21, 2018	NA	3,093,346	NA
EP	March 21, 2018	NA	EP19715345.5	NA
EP	March 21, 2018	NA	EP22194460.6	NA
AU	March 21, 2018	NA	2019240068	NA

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III. Vectors and Methods for Genetic Immunization (RNA-Out Vector Composition; RNA-Out AF Selection)

<u>Country</u>	<u>Priority Date</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Patent No.</u>
US	May 29, 2007	August 18, 2015	12/601,970	9,109,012
US	May 29, 2007	August 22, 2017	14/748,846	9,737,620
EP	May 29, 2007	June 06, 2017	EP10194048.4	EP2333091
EP	May 29, 2007	March 15, 2017	EP08767845	EP2152889
AU	May 29, 2007	July 17, 2014	2008262478	2008262478
US	January 20, 2005	August 18, 2015	11/814,311	9,018,012
US	January 20, 2005	August 22, 2017	14/753,438	9,950,081
EP	January 20, 2005	August 12, 2015	EP06733790.7	EP1844142

IV. Replicative Minicircles with Improved Expression (Nanoplasmid vector composition)

<u>Country</u>	<u>Priority Date</u>	<u>Issue Date</u>	<u>Application No.</u>	<u>Patent No.</u>
US	Nov 19, 2012	August 14, 2018	14/432,693	10,047,365
US	Nov 19, 2012	November 24, 2020	16/016,229	10,844,388
US	Nov 19, 2012	NA	17/031,791	NA
US	Nov 19, 2012	August 24, 2021	16/022,881	11,098,313
US	Nov 19, 2012	January 1, 2019	15/096,517	10,167,478
EP	Nov 19, 2012	January 17, 2018	EP13836246.2	EP2920309
AU	Nov 19, 2012	January 24, 2019	AU 2013/345428	2013345428
CA	Nov 19, 2012	Aug 31, 2021	CA 2883943	2883943