## Promega Limited Use Label Licenses (LULLs)

## HaloTag® LULL:

BY USE OF THIS PRODUCT, RESEARCHER AGREES TO BE BOUND BY THE TERMS OF THIS LIMITED USE STATEMENT. If the researcher is not willing to accept the conditions of this limited use statement, and the product is unused, EditCo Bio Inc. ("EditCo") will accept return of the unused product and provide the researcher with a full refund, provided, however, that custom-made products may not be returned for a refund.

Researchers may use this product for research use only, no commercial use is allowed. Researchers shall have no right to modify or otherwise create variations of the nucleotide sequence of the HaloTag® gene. Researchers may however clone heterologous DNA sequences at either or both ends of said HaloTag® gene so as to create fused gene sequences provided that the coding sequence of the resulting HaloTag® gene has no more than four (4) deoxynucleotides missing at the affected terminus when compared to the intact HaloTag® gene sequence. In addition, researchers must do one of the following in conjunction with use of the product: (1) use Promega HaloTag® ligands, which can be modified or linked to Promega or customer-supplied moieties, or (2) contact Promega Corporation to obtain a license if Promega HaloTag® ligands are not to be used. Researchers may transfer derivatives to others for research use provided that at the time of transfer a copy of this label license is given to the recipients and recipients agree to be bound by the terms of this label license. With respect to any uses outside this label license, including any diagnostic, therapeutic or prophylactic uses, please contact EditCo for supply and licensing information. NEITHER EDITCO NOR PROMEGA MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY WITH REGARDS TO THE PRODUCT. The terms of this agreement shall be governed under the laws of the State of Wisconsin, USA.

### **HiBiT LULL:**

BY USE OF THIS PRODUCT, RESEARCHER AGREES TO BE BOUND BY THE TERMS OF THIS LIMITED USE LABEL LICENSE. If researcher is not willing to accept the terms of this label license, and the product is unused, EditCo Bio Inc. ("EditCo") will accept return of the unused product and provide researcher with a full refund.

This product contains a nucleotide sequence that encodes the HiBiT peptide, a component of NanoBiT® Technology which is owned by Promega Corporation. Researchers shall have no right to modify or otherwise create variations of the nucleotide sequence that encodes the HiBiT peptide.

Researcher may use this product for research use only; no transfer or commercial use of this product is allowed. Commercial use means any and all uses of this product by a party in exchange for consideration, including, but not limited to (1) use in further product manufacture; (2) use in provision of services, information or data; and (3) resale of the product, whether or not such product is resold for use in research. Researchers may transfer derivatives of the product to collaborators and CROS for research use provided that at the time of transfer a copy of this label license is given to recipients and recipients agree to be bound by the terms of this label license.

In addition, researcher must:

- 4a) use Nano-Glo®-branded luminescent assay reagents (LARs) for all determinations of luminescence activity of this product; or
- 4b) contact Promega to obtain a license for use of the product with LARs not manufactured by Promega.

For uses of this product for energy transfer (such as bioluminescence resonance energy transfer), researcher must:

- 5a) use NanoBRET®-branded luminescent assay reagents (LARs; e.g., NanoBRET® Nano-Glo® Substrate), Intracellular TE Nano-Glo® Substrate/Inhibitor or Intracellular TE Nano-Glo® Vivazine®/Inhibitor for all determinations of luminescent activity; and
- 5b) use NanoBRET®-branded energy acceptors (e.g., NanoBRET® tracers, NanoBRET® dyes, BRET-optimized HaloTag® ligands) for all determinations of energy transfer activity; or
- 5c) contact Promega to obtain a license for use of the product for energy transfer assays using energy acceptors not manufactured by Promega. No license is needed if the energy transfer acceptor is a genetically encoded autofluorescent protein.

With respect to any uses outside this label license, including any diagnostic, therapeutic, prophylactic or commercial uses, please contact EditCo for supply and licensing information. NEITHER EDITCO NOR PROMEGA MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT.

#### NanoLuc® LULL:

BY USE OF THIS PRODUCT, RESEARCHER AGREES TO BE BOUND BY THE TERMS OF THIS LIMITED USE LABEL LICENSE. If the researcher is not willing to accept the terms of this label license, and the product is unused, EditCo Bio, Inc. ("EditCo") will accept return of the unused product and provide the researcher with a full refund, provided, however, that custom-made products may not be returned for a refund.

Researchers may use this product for research use only; no transfer or commercial use of this product, progeny of this product or derivatives of this product is allowed. Commercial use means any and all uses of this product or derivatives by a party in exchange for consideration, including, but not limited to, (1) use in further product manufacture; (2) use in provision of services, information or data; and (3) resale of the product or its derivatives, whether or not such product or derivatives are resold for use in research. Researchers shall have no right to modify or otherwise create variations of the nucleotide sequence of the luciferase gene contained in the product. No other use of this product or derivatives is authorized without the prior express written consent of EditCo.

# In addition, researchers must:

- (4a) use Nano-Glo®-branded luminescent assay reagents (LARs) purchased from Promega Corporation, Promega's affiliates or Promega's distributors for all determinations of luminescence activity of this product and its derivatives; or
- (4b) contact Promega to obtain a license for use of the product and its derivatives with LARs not manufactured by Promega.

For uses of Nano-Glo®-branded LARs intended for energy transfer (such as bioluminescence resonance energy transfer) to acceptors other than a genetically encoded autofluorescent protein, researchers must:

- (5a) use NanoBRET®-branded energy acceptors (e.g., BRET-optimized HaloTag® ligands) purchased from Promega, Promega's affiliates or Promega's distributors for all determinations of energy transfer activity by this product and its derivatives; or
- (5b) contact Promega to obtain a license for use of the product and its derivatives for energy transfer assays to energy acceptors not manufactured by Promega.

With respect to any uses outside this label license, including any diagnostic, therapeutic, prophylactic or commercial uses, please contact EditCo for supply and licensing information. NEITHER EDITCO NOR PROMEGA MAKES ANY REPRESENTATIONS WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY, FITNESS FOR PARTICULAR **PURPOSE** OR Α NON-INFRINGEMENT THIRD-PARTY INTELLECTUAL PROPERTY WITH OF REGARDS TO THE PRODUCT. The terms of this agreement shall be governed under the laws of the State of Wisconsin, USA.