

Terms and Conditions of Use and Sale

Effective Date: October 24, 2025

1. Scope of Products and Services

Cisterna offers two categories of RNA products: (1) Off-the-Shelf RNA: Ready-to-order RNA molecules listed on the Cisterna website, and (2) Custom RNA: RNA synthesized based on sequences or specifications provided by the Customer. All RNA products are intended strictly for research use. They may not be used in humans or animals for diagnostic, therapeutic, or food-related purposes. Customers are solely responsible for ensuring compliance with all applicable research use regulations.

2. Orders and Acceptance

Orders may be submitted through Cisterna's website or by contacting founders@cisternabx.com. An order is considered accepted only upon written confirmation from Cisterna, which may be sent via email or provided through website notification. Cisterna reserves the right to reject or cancel any order at its sole discretion, including due to raw material constraints, technical feasibility, or regulatory considerations. Invoices will be issued upon shipment to the email address provided by the Customer during the ordering process. Customers are responsible for ensuring that contact information is accurate and up to date.

3. Pricing and Payment

Prices are listed on the Cisterna website, provided in official quotations, or available upon request via email. All prices are in U.S. dollars and exclude applicable taxes, duties, and shipping charges unless otherwise specified. Free shipping may be available for certain orders as indicated during checkout. Payment is due within thirty (30) days of the invoice date unless otherwise agreed in writing.

4. Shipping and Delivery

Estimated delivery times are provided at the time of order but are not guaranteed. Available options for shipping within the continental United States include free 2-day shipping or paid overnight shipping. Risk of loss passes to

the Customer upon shipment from Cisterna's facility. Customers are responsible for all import duties, taxes, and regulatory clearances required in their country or jurisdiction.

5. Returns and Cancellations

Due to the custom and perishable nature of RNA products, all sales are final upon order confirmation. Returns are not accepted except in the event of a verified manufacturing error or by mutual agreement. Customers who believe there is an issue with their order should email founders@cisternabx.com with a written explanation. If the concern is validated, Cisterna may issue a refund at its discretion. Cisterna is committed to high standards of quality and reliability and handles all issues in good faith.

6. Use Restrictions

Cisterna RNA products are provided for research use only. They may not be used in humans or animals for diagnostic, therapeutic, or food-related purposes. Customers must ensure compliance with all applicable local, national, and international regulations.

7. Intellectual Property

Cisterna retains all rights to its proprietary synthesis technologies, purification protocols, and related intellectual property ("Cisterna IP"). For off-the-shelf RNAs and custom RNAs based on publicly available or database sequences, Cisterna retains the right to manufacture, display, and sell such sequences to other customers and may include them in its catalog of offerings. For custom RNAs that contain proprietary or unpublished sequences, Cisterna will treat all sequence data as confidential if the Customer designates the material as proprietary during the ordering process (via the website or electronic communication). A separate NDA or CDA is not required for Cisterna to honor this confidentiality. However, if the Customer prefers a formal agreement prior to disclosure, they may contact founders@cisternabx.com.

The sequence of OpenCRISPR™ ORF is licensed to Cisterna by Profluent Bio Inc. for research applications. Prohibited uses include human germline modifications, gene drives, and sterile seed technology. Customers pursuing commercial development should contact legal@profluent.bio regarding licensing.

8. Confidentiality

Cisterna treats all proprietary sequence data, experimental intentions, and related Customer information as confidential, provided it is identified as such at the time of submission. Cisterna may analyze anonymized, aggregate ordering trends for internal improvement and benchmarking, but will not disclose Customer identity or proprietary sequence information without prior consent. Confidentiality will be maintained whether or not a separate NDA is in place.

9. Warranty Disclaimer

Cisterna offers a limited refund policy in cases where products fail due to verified manufacturing issues. Customers must report issues in writing within 10 business days of product receipt. This warranty does not apply to damage caused by improper storage, extended heat exposure, RNase contamination, or mishandling by the Customer.

10. Limitation of Liability

To the fullest extent permitted by law, Cisterna's total liability is limited to the purchase price of the product in question. Cisterna shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with product use or inability to use.

11. Indemnification

Customers agree to indemnify, defend, and hold harmless Cisterna and its affiliates from any claims, losses, or liabilities resulting from misuse of RNA products or breach of these Terms and Conditions.

12. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of California, without regard to conflict of law provisions. Any disputes will be resolved through binding arbitration administered by JAMS in San Diego, California.

13. General Terms

This Agreement constitutes the full understanding between the parties and supersedes any prior agreements or communications. Cisterna reserves the right to modify these terms at any time. Updates will be posted on the Cisterna website. Customers may not assign this Agreement without prior written

consent from Cisterna. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.