

MATERIALS TRANSFER AGREEMENT

This Materials Transfer & Assay Evaluation Agreement (this “Agreement”) is entered into as of November 1, 2023 (the “Effective Date”) by and between **Institute of Microbiology of the Czech Academy of Sciences, v. v. i.**, with an address at Videnska 1083, Praha, 4-Krc 142 00, Czech Republic (“Provider”) and **ModernaTX, Inc.**, with an office at 200 Technology Square, Cambridge, MA 02139, USA (“Recipient”).

Recipient is interested in evaluating the materials to be provided by the Provider as identified on Exhibit A (the “Materials”) by conducting the evaluation identified on Exhibit B (the “Evaluation”).

In consideration of the foregoing, Recipient and Provider hereby agree as follows:

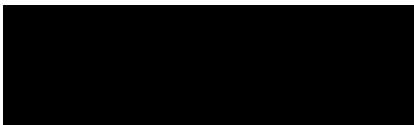
1. Subject to the terms of this Agreement, Provider authorizes Recipient to use the Materials in connection with the performance of the Evaluation (the “Permitted Purpose”). Recipient acknowledges that the Materials are or may be the subject of patents or patent applications. Except for the limited authorization to use the Materials for the Permitted Purpose, no licenses are granted by either party hereunder.
2. Recipient agrees that the Materials will not be released to any third party, other than a subcontractor engaged by Recipient to assist in the performance of the Evaluation, provided that such subcontractor is bound by terms regarding the handling and use of the Materials that are consistent with the terms set forth herein.
3. All information provided by one party to the other hereunder will be subject to the terms and conditions of any existing confidentiality or non-disclosure agreement in force between the parties.
4. Recipient will (i) cause its employees, consultants and third party contractors that are performing work as a part of the Evaluation to comply with the terms of this Agreement, (ii) comply with all laws and regulations regarding the transportation, use and disposal of the Materials and (iii) destroy all Materials or return them to Provider following completion of the Evaluation.
5. All Materials are understood to be experimental in nature and potentially hazardous. THE MATERIALS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND.
6. If any provision of this Agreement is found to be invalid or unenforceable, this Agreement will remain in full force and effect, and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.
7. Other than any confidentiality obligations between the parties, this Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements, communications and understandings between them relating to the subject matter hereof, other than any confidentiality obligations already in effect between them.
8. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors and assigns. Each party will have the right to extend the rights and obligations granted or imposed in this Agreement to one or more of its Affiliates (as defined below). All applicable terms and provisions of this Agreement will apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to such party. As used herein, “Affiliate” means, with respect to an entity, any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first entity.

9. No amendment, change, modification or alteration of the terms and conditions of this Agreement will be binding upon either party unless in writing and signed by the party to be charged. The waiver by either of the parties of any breach of any provision hereof by the other party will not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.
10. This Agreement will be governed by, and construed and enforce in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of law.

* * *

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed under seal by their duly authorized officers, effective as of the date first above written.

MODERNATX, INC.

By: 

Name: 

Title: Principal scientist

**INSTITUTE OF MICROBIOLOGY OF THE
CZECH ACADEMY**

By: 

Name: Jiri Hasek, PhD.

Title: Director

EXHIBIT A

MATERIALS TO BE PROVIDED BY PROVIDER

1. **Description of Materials**

10mg of genetically-detoxified ACT protein

Cost: €8000

2. **Delivery Location**

200 Technology Square
Cambridge, MA 02139
USA

Attn: Kimberly Carey, Principal Scientist

EXHIBIT B

EVALUATION ACTIVITIES TO BE CONDUCTED BY RECIPIENT

This reagent will serve as protein comparator to our mRNA encoded ACT vaccines in mouse studies.