

Terms of Use Agreement
Effective: September 2022

1. Acceptance of the Terms and Conditions.

- 1.1. Capstan Therapeutics Inc. (herein referred to as the “**Capstan**,” “**we**,” “**us**” or “**our**”) provides and makes available this web site located at www.capstantx.com (the “**Web Site**”). All use of the Web Site is subject to the terms and conditions contained in this Terms of Use Agreement (the “**Agreement**”). Please read this Agreement carefully. By accessing, browsing or otherwise using the Web Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Web Site.
- 1.2. You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Web Site. The revised terms and conditions will become effective at the time posting. Any use of the Web Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Web Site.
- 1.3. Your access to and use of the Web Site is also subject to Capstan’s Privacy Policy located at https://capstantx1.wengine.com/wp-content/uploads/privacy-policy_v090722.pdf, the terms and conditions of which are hereby incorporated herein by reference.

2. Use of the Web Site.

- 2.1. This Web Site contains material, including but not limited to software, text, graphics and images (collectively referred to as the “**Content**”). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third-parties. The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you may not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Web Site shall automatically terminate and you must immediately destroy any copies you have made of the Content. Nothing on this Web Site will be deemed to constitute an invitation to invest or otherwise deal in shares or other securities in Capstan.
- 2.2. The trademarks, service marks, and logos of Capstan (collectively, the “**Capstan Trademarks**”) used and displayed on this Web Site are registered and unregistered trademarks or service marks of Capstan. Other company, product, and service names located on the Web Site may be trademarks or service marks owned by third-parties (the “**Third-Party Trademarks**”, and, collectively with the Capstan Trademarks, the “**Trademarks**”). Nothing on this Web Site or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Web Site without the prior written consent of Capstan specific for each such use. The Trademarks may not be used to disparage Capstan or the applicable third-party, Capstan’s or third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site is prohibited without Capstan’s prior written consent. All goodwill generated from the use of any Capstan Trademark shall inure solely to Capstan’s benefit.
- 2.3. You agree not to: (a) take any action that imposes an unreasonable load on the Web Site’s infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any activity being conducted on the Web Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Web Site, (d) delete or alter any material posted on the Web Site by Capstan or any other person or entity, or (e) frame or link to any of the materials or information available on the Web Site.
- 2.4. The Web Site may contain links to third-party web sites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on

such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

- 2.5. Certain elements of the Web Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except as otherwise expressly permitted by Section 2.1 of the Agreement. None of the Content for this Web Site may be retransmitted without the express written consent from Capstan for each and every instance.
- 2.6. The Web Site includes certain services that are available via a mobile device, including the ability to browse the Web Site from a mobile device. To the extent that you access the Web Site through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply.

3. Limitation of Liability and Disclaimer of Warranties.

- 3.1. CAPSTAN, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE "**CAPSTAN PARTIES**") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. CAPSTAN PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEB SITE AND THE CONTENT AT YOUR OWN RISK.

CAPSTAN PARTIES DO NOT WARRANT THAT THE WEB SITE WILL OPERATE ERRORFREE OR THAT THE WEB SITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEB SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO CAPSTAN PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

THE WEB SITE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE CAPSTAN PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

- 3.2. IN NO EVENT SHALL ANY CAPSTAN PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH CAPSTAN PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3.3. SOME STATES DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN SUCH STATES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU, AND THE LIABILITY OF THE CAPSTAN PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- 3.4. IF YOU ARE FROM NEW JERSEY, THE FOREGOING SECTIONS 3.1 AND 3.2 ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

4. Indemnification. You agree to defend, indemnify, and hold harmless the Capstan Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or Web Site. Capstan shall provide notice to you of any such claim, suit, or proceeding. Capstan reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Capstan's defense of such matter.

5. Medical Advice.

5.1 The Content on the Web Site is intended to be a general information resource in regard to the subject matter covered. Capstan does not directly or indirectly practice medicine, render medical advice, or dispense medical services via the Web Site, and nothing contained in the Web Site is intended to be instruction for medical diagnosis or treatment. Any information provided should not be considered complete, nor should it be relied on to suggest a basis for diagnosis or course of treatment for a particular individual. Information received from the Web Site should not be relied upon for personal, medical, legal, technical, or financial decisions. It should not be used in place of a visit, call, consultation or the advice of your physician or other qualified healthcare provider. Should you have any healthcare related questions, please consult with your physician or other qualified healthcare provider promptly.

6. Forward-Looking Statements

6.1. The Web Site contains express or implied forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, that are based on beliefs and assumptions and on information currently available to Capstan's management. These statements relate to, among other things, Capstan's expectations regarding plans, objectives, strategies, future operating or financial performance, business plans and prospects, and expectations regarding clinical trials, development timelines, discussions with regulatory authorities, development programs, development candidates and investigational medicines under development by Capstan and by Capstan's strategic collaborators. In some cases, forward-looking statements can be identified by terminology such as "may," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue," or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. Such statements are based on Capstan's management's current expectations and are subject to certain factors, risks and uncertainties that may cause actual results to differ materially from those referred to or implied in such statements. The information presented on the Web Site is believed to be current as of the date of its original publication. The forward-looking statements on this Web Site are neither promises nor guarantees, and you should not place undue reliance on these forward-looking statements because they involve known and unknown risks, uncertainties and other factors, many of which are beyond Capstan's control and which could cause actual results to differ materially from those expressed or implied by these forward-looking statements. Capstan does not intend to update any forward-looking statements appearing on the Web Site in the event of changing circumstances or otherwise, and such statements are current only as of the date they are made.

7. Termination of the Agreement.

7.1. Capstan reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Web Site or the Content at any time and for any reason without prior notice or liability. Capstan reserves the right to change, suspend, or discontinue all or any part of the Web Site or the Content at any time without prior notice or liability.

7.2. Sections 2 (Use of the Web Site), 3 (Limitation of Liability and Warranty), 4 (Indemnification), 5 (Medical Advice) 6 (Forward-Looking Statements), 7 (Termination of Agreement), and 10 (Miscellaneous) shall survive the termination of this Agreement.

8. User Must Comply with Applicable Laws.

8.1. This Web Site is based in Waltham, Massachusetts. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Web Site or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

8.2. The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the

export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Content.

- 9. U.S. Government Restricted Rights.** The Content is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Web Site or Content by the Government constitutes acknowledgement of our proprietary rights in the Web Site and Content.

10. Miscellaneous.

This Agreement is governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in Suffolk County, Massachusetts. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of Capstan to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against Capstan unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Capstan and you, this Agreement constitutes the entire Agreement between you and Capstan with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any communication or material you transmit to us by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and nonproprietary, and Capstan shall have no obligation of any kind with respect to such information. Anything you transmit or post becomes the property of Capstan and may be used by Capstan and any of its subsidiaries, affiliates, strategic collaborators and third-party service providers for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Capstan and its subsidiaries, affiliates, strategic collaborators and third-party service providers are free to use, without compensation to you, any ideas, concepts, know-how, or techniques contained in any communication you send to the Web Site for any purpose whatsoever including, but not limited to, researching, developing, manufacturing and marketing products using or incorporating such information. Any information submitted or provided by you to the Web Site might be publicly accessible. Important and private information should be protected by you. Capstan is not liable for protection of privacy of email or other information transferred through the Internet or any other network that you may use.