INFORMATION ON POTENTIAL RESTRICTIONS OR LICENSE REQUIREMENTS FOR THE USE OF REPROGRAMMED CELLS

In addition to the Terms contained in the National Institute of Mental Health (NIMH) Repository and Genomics Resource (RGR) Distribution Agreement, use of some of the Repository sample(s) may be subject to certain restrictions, proprietary rights and/or license requirements. NIMH and the NIMH RGR make no representations and extend no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material will not infringe any patent, copyright, trademark or other proprietary rights. The recipient is responsible for compliance with all conditions of use of the Repository sample(s).

The information below, including examples of Limited Use Label Licenses (LULLs) and Material Transfer Agreements (MTAs) for relevant technologies and materials, is excerpted from documents compiled by the National Institutes of Health Center for Regenerative Medicine (NIH CRM), courtesy of former CRM Director Dr. Mahendra Rao, for use by the general research community. NIMH and the NIMH RGR offer no guarantees as to the accuracy, completeness or timeliness of the information below.

Dear Colleague –

As you may know from previous communications, NIH CRM has been developing and sharing consent and distribution materials to the research community with the intent of facilitating translation of stem cell research into therapy. We have recently completed significant updates which we hope will improve coordination even further, including in stem cell banking. These updated materials are attached for your reference, and are outlined in the separate table of contents. You will find updated forms, as well as new detailed information on interacting with repositories to facilitate banking efforts and contact information to facilitate coordination.

We hope that you find these materials useful, and wish you continued success.

Best regards,

Mahendra Rao
Director, NIH CRM

NIH Center for Regenerative Medicine • 50 South Drive, Room 1139 • Bethesda, MD 20892-8024 crm.nih.gov
Tel: 301-402-6956 • **Fax:** 301-480-6367 • **E-mail:** nihcrm@mail.nih.gov • http://commonfund.nih.gov/stemcells

NIH CRM STEM CELL CONSENT & DISTRIBUTION PACKET:

Objectives

- Enable iPS cell generation from tissue sourced with proper consent
- Provide a list of companies that currently offer ES/iPS cells and iPSC reprogramming services
- Encourage the exchange of iPS cells by providing MTA templates for transfers to non-profit and commercial entities
- Raise awareness of restrictions that companies place on the use of cell lines and reagents by providing a list of company LULLs (Limited Use Label License/terms of use)
- Circulate repository agreements as models with information on how to work with these banks
- Foster collaboration and communication between key contacts from stem cell banking initiatives around the world

NIH Center for Regenerative Medicine

CONSENT & DISTRIBUTION MATERIALS

TABLE OF CONTENTS

Consent for tissue sourcing

Obtaining PSCs; iPSC generation; shipping & receiving (to non-profit & for-profit entities); NIH CRM cell line info

Banking: distribution terms, repositories, current efforts and contacts

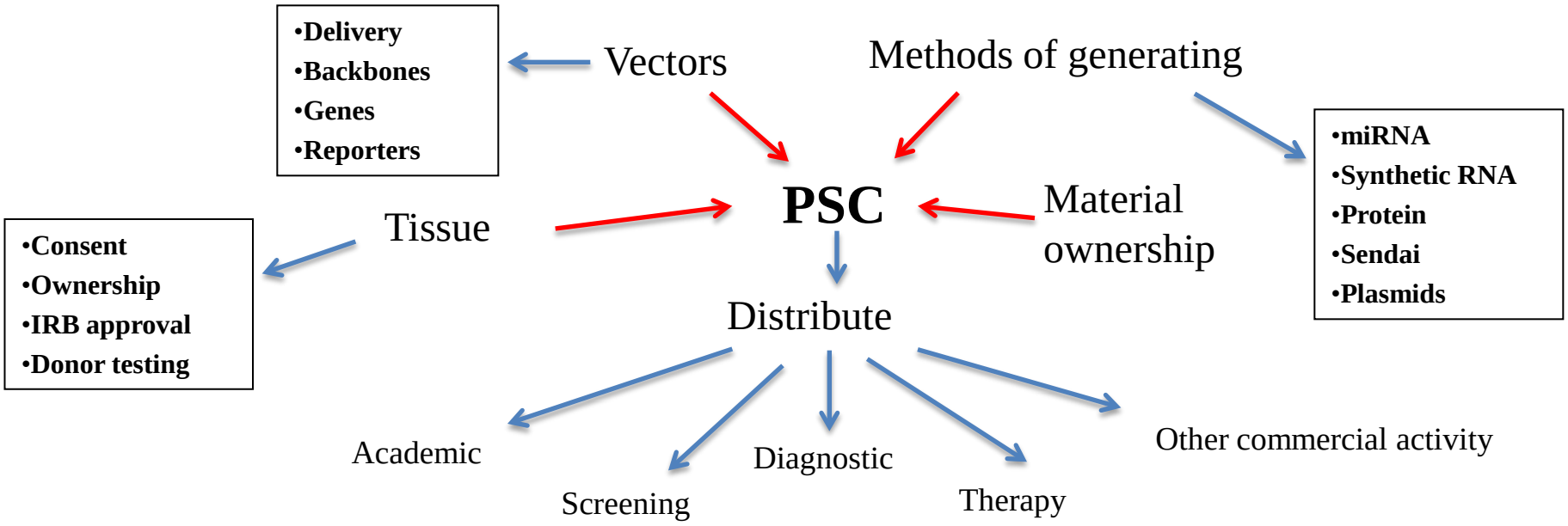
*These agreements may be used as templates for your own institution

NOTES:

- *Materials are provided in a combined pdf, bookmarked for navigation convenience*

NIH CRM Contact:	*Mahendra Rao, Director*	*Steven Becker, PhD Health Scientist*
	mahendra.rao@nih.gov	*steven.becker@nih.gov* *301-451-8008*

Considerations for using PSCs



- Consent

Model consent and donor testing

- Method of generation

Plasmid and Sendai

- Patents and licenses
- Characterization and Testing

Pluripotency, differentiation ability, mycoplasma and viral testing, HLA typing and identity, Large scale analysis

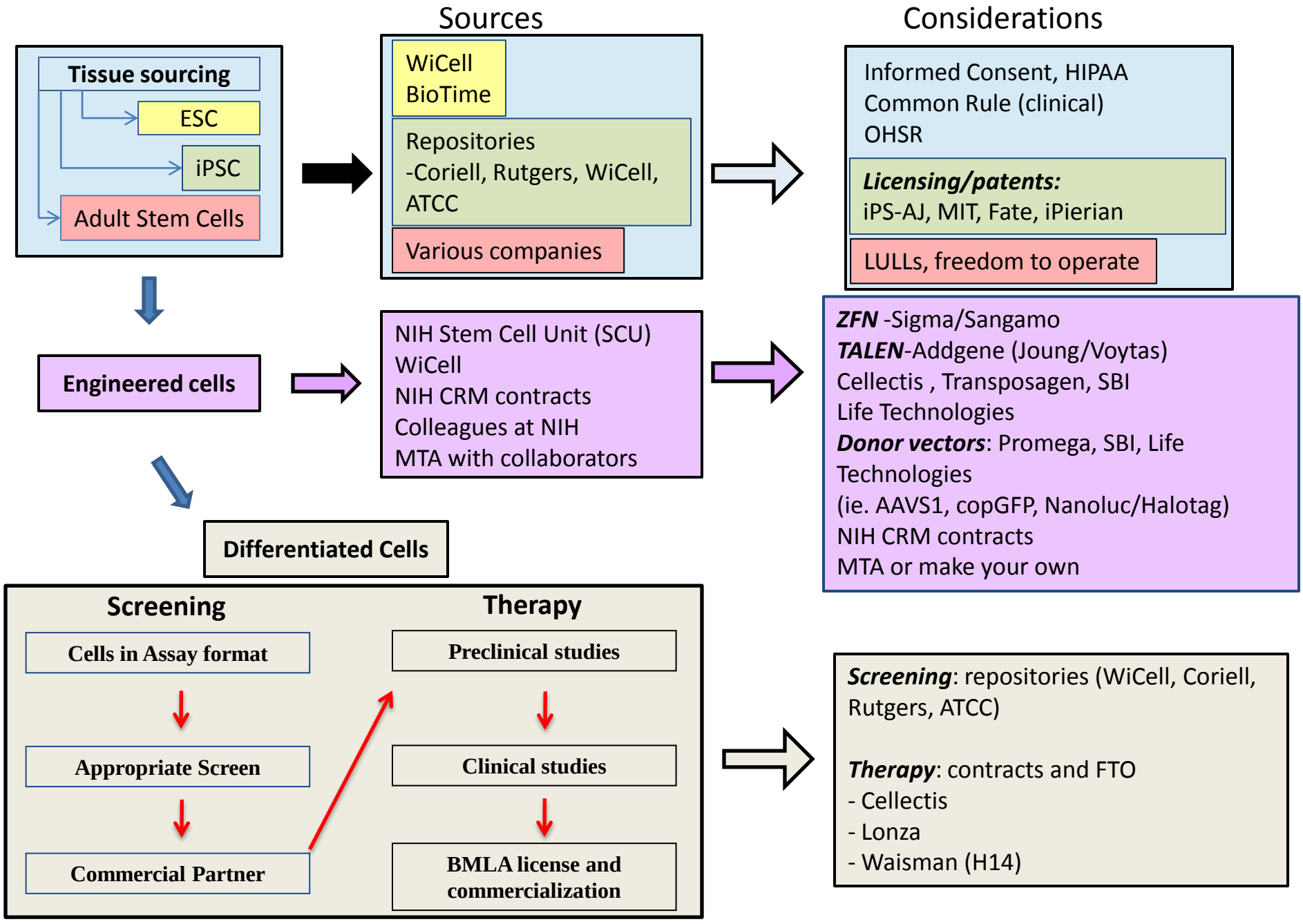
- Distribution

ATCC, Coriell, Rutgers, Wicell, PACT others

General considerations for working with ESC/iPSC

	Tissue	Acquisition	Selection/Processing	Distribution
ESC	Use proper consent; NIH registry	Ship & track, OHSR, HIPAA, import/export	Freedom to operate dictated by country-specific regulations; WiCell	Right to distribute/restrictions in accordance with MTAs & LULLs
iPSC	Owner patents, licenses	Ship & track, OHSR, HIPAA, import/export	Freedom to operate dictated by reagents used and patents	Right to distribute/restrictions in accordance with MTAs & LULLs

Steps to consider when working with Pluripotent Stem Cells



PSC providers/ iPSC reprogramming providers	PSCs for purchase	Tissue source of iPSC stem cell; ESC notes	Engineered (EN) or patient derived (PD) disease specific	iPSC Reprogramming Service Methods
Allele Biotech	hiPSC	dermal fibroblast	**EN**: LanYFP-iPSC from fibroblast	retrovirus, lentivirus, mRNA
Applied Stem Cells	hiPSC ; mESC	foreskin fibroblast	no	mRNA, episomal, retroviral. TARGATT™ Disease iPSC service
ArunA*	no	no	no	Sendai, mRNA, lentivirus
BioTime	hESC	ESC (research & cGMP/clinical grade)	no	no
Cellectis*	none	none	none	non-integrating techniques, research & clinical grade
Cellular Engineering Technologies	hiPSC	foreskin, cord blood	**PD**: Alzheimer-Presenillin-1 Mutation	viral based gene construct w/ modified Yamanaka 4 factors
Cellular Dynamics International (CDI)*	none	none	none	MyCell® footprint free, feeder free reprogramming
EMD Millipore	hESC, mESC	-	**EN**: GFP mESC	using STEMCCA kit
GlobalStem	mESC, hESC	research grade ESCs	**EN**: BG01V (hESC)- trisomic for chr 12, 17, & are XXY. GFP mESCs	no
Life Technology	mESC	mESC	**EN**: GFP mESC	Cellmodel™ services: episomal & Sendai virus reprogramming
Lonza*	none	none	none	research & clinical grade
Stemgent	miPSC	MEFs & tail fibroblasts	**EN**: miPSC GFP, antibiotic resistance markers	mRNA, lentivirus, & dox-inducible human 4F2A reprogramming
Systems Bioscience (SBI)	miPSC, hiPSC	hiPSC from dermal fibroblasts	**EN**: miPSC phiC31 Integrase; **PD**: Type I & Type II Diabetes, MLD, Muscular Dystrophy, Glioblastoma, ALS, Parkinson's	mRNA reprogramming, protein-based reprogramming, and lentivirus reprogramming

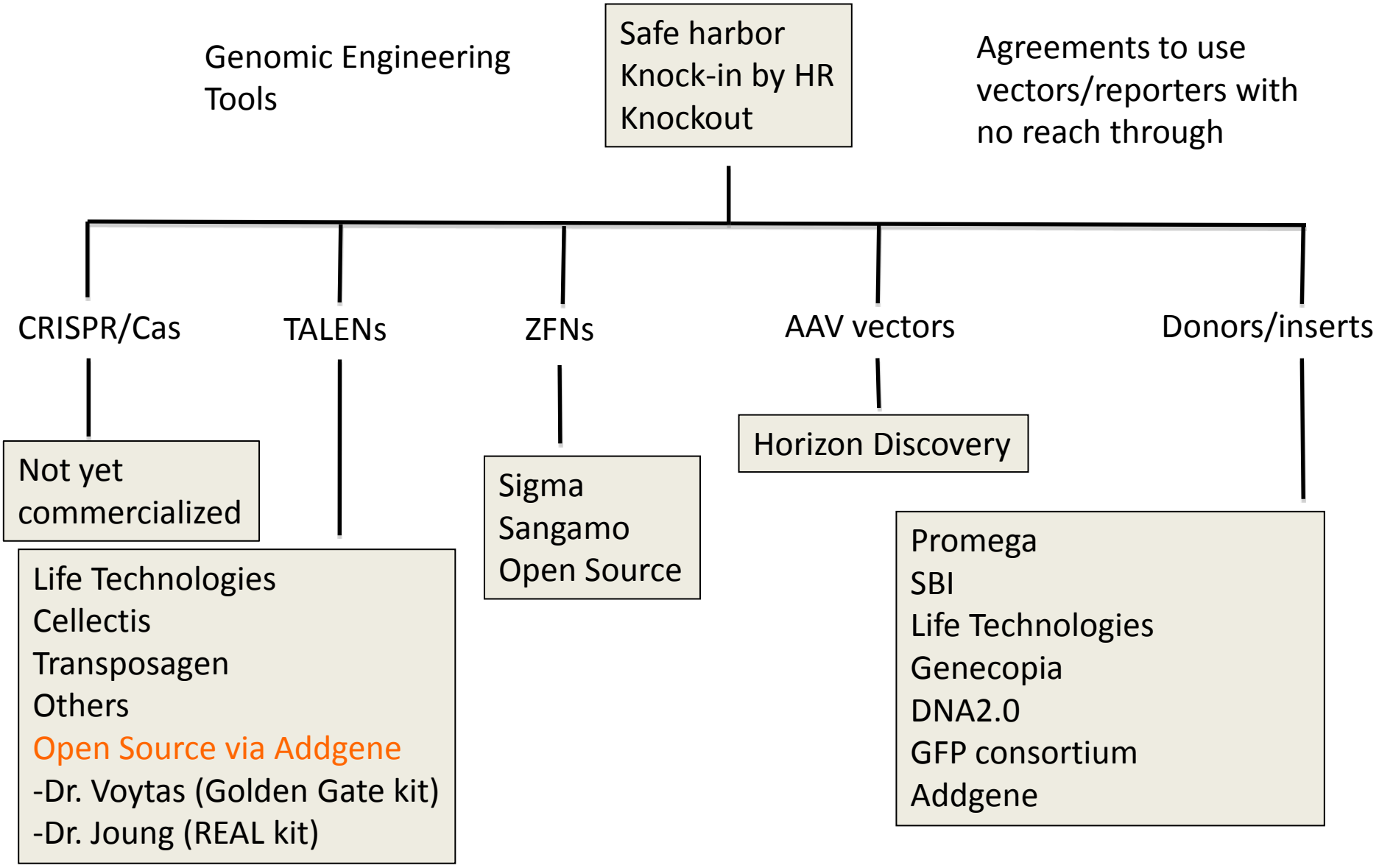
* iPSC Reprogramming Services Only

Using iPSC obtained from NIH CRM- LULL implications*

- Tissue ownership- consent given to obtain iPSC
- Cell line material/ownership of the cell line
- Process approval
  - iPSC generation- zero footprint
- Incorporated reagent approval
- If engineered, engineering process approval
  - ZFN – Sigma LULL and Sangamo agreements
  - TALENS – Cellectis, Transposagen, SBI, Life Tech LULLs
  - Homologous Recombination
  - Adeno associated virus- Horizon LULL
  - Piggybac, lentivirus, retrovirus, others
- Engineered incorporated reagent approval – Promega, SBI, Addgene LULL
- Engineered incorporated reagents approval
  - GFP- Life GFP LULL, SBI copGFP,
  - Insulators – Life Tech
  - Promoters – SBI, Life Tech, Promega
  - Luciferase – Life, Qiagen, Promega
  - Other reporters

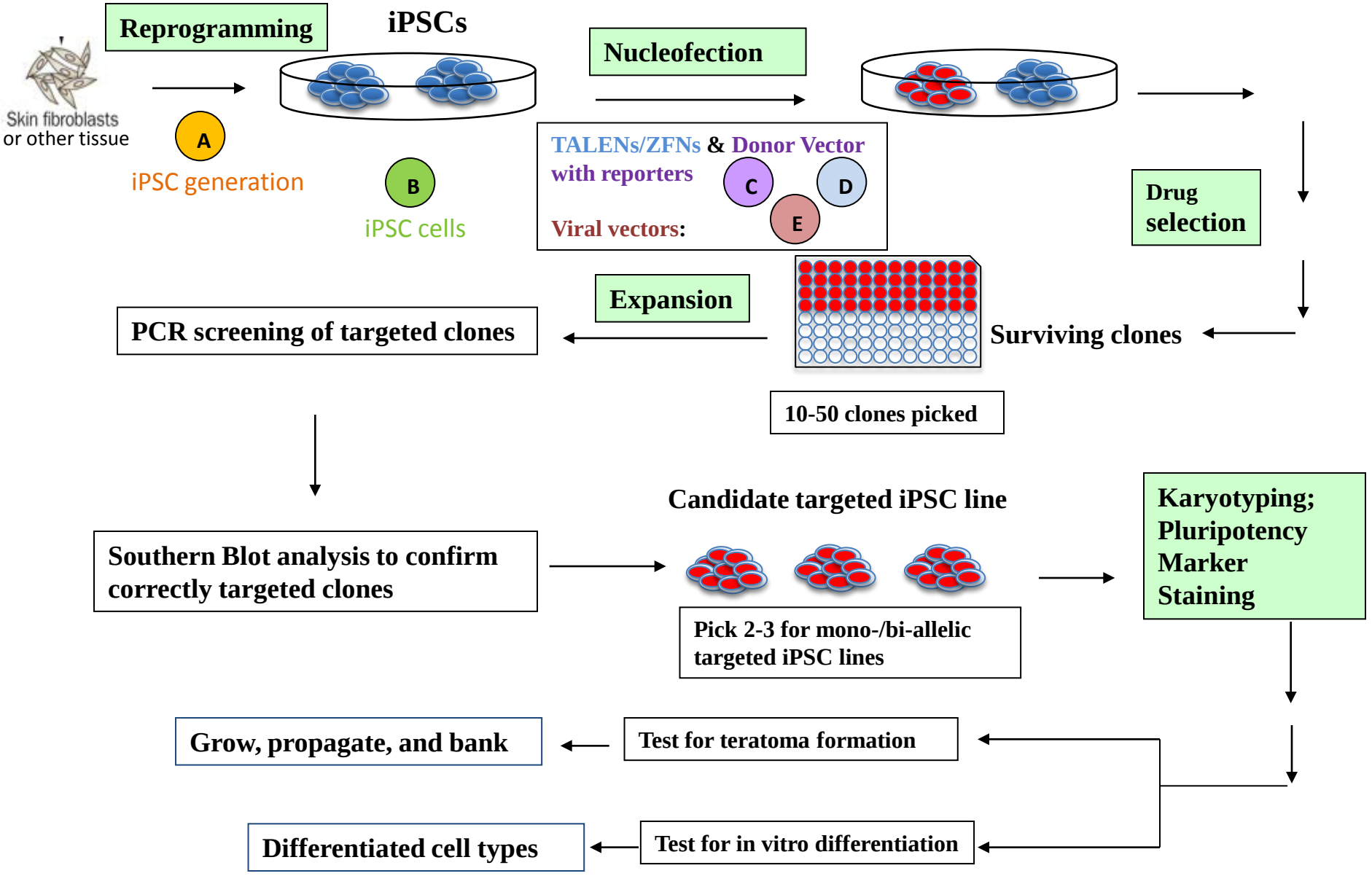
*See LULL library for specific details

Engineering PSC cells and Freedom to Operate



PSC modification methods and some of the engineering tools offered by a selection of companies

LULL Considerations for Genome Engineering in iPSCs



LULLs/MTAs for Various Stem Cell Lines and Parts Thereof

Freedom to operate color codes:
⬢ =restrictive, ▲=some restrictions (ie. research use only), ● =few restrictions

*These LULLs pertain to NIH CRM only but may be used as examples of what individual agreements are possible with these companies

Patents/Licensing*

iPS Academia Japan, Inc:
http://ips-cell.net/e/legal_intellectual/index.html

Licensees: http://ips-cell.net/e/legal_intellectual/licensees.html

Contact: license@ips-ac.co.jp

License Policy
iPS Academia Japan, Inc. will license the intellectual property that arises from iPS cell research broadly throughout society in line with the aims of the Council for Science and Technology Policy's "Guidelines for Research Licenses for Intellectual Property Rights Stemming From Government-Funded Research and Development at Universities, etc. (May 23, 2006)" and its "Guidelines for Facilitating the Use of Research Tool Patents in the Life Sciences. (March 1, 2007)"

1.Non-for-profit entities may use the intellectual properties without payment solely for research and educational purposes, provided that any sort of commercial purposes are not involved. This, however, does not mean a grant of license. Further, it is prohibited to provide for-profit entities with iPS cells or their derivatives without prior written consent of iPS Academia Japan, Inc.
2.Basically, licenses to for-profit entities will be non-exclusive with appropriate and reasonable royalties applied. (Revised as of April 2, 2012)

Whitehead Institute/MIT:
U.S. Patent No. 7,682,828, entitled “Methods for reprogramming somatic cells” Rudolf Jaenisch & Konrad Hochedlinger

iPierian, Inc:
UK patent No. GB2450603- Kazuhiro Sakurada
http://www.ipierian.com/drupal/news-events/press-releases/2010/01/first-ipierian-patent-induced-pluripotent-stem-cell-technology-gr

Fate Therapeutics:
U.S. Patent No. 8,071,369, entitled “Compositions for Reprogramming Somatic Cells,”
http://www.fatetherapeutics.com/fate-therapeutics-secures-foundational-patent-for-ips-cell-programming/

*There may be additional patent and license holders, this is intended as an overview

iPSC Generation Kit Summaries

LULL 1 Addgene- Episomal plasmids (iPSC Reprogramming)

Addgene transfers materials on behalf of depositing institutions and only to academic and non-profit laboratories for research use. The Uniform Biologics Material Transfer Agreement from Addgene states:

- The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.
    - PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
    - UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.
    - MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL
- For plasmids that are based on vector backbones of other companies, please note that the vector backbones are the property of those respective companies, and there may be additional terms governing the use of plasmids based on these backbones.
- Cells reprogrammed using plasmids no longer contain detectable amounts of those plasmids after a few passages, which indicates the reprogrammed cells would not be subject to restrictions on distribution or usage from Addgene.

LULL 2 Life Technologies – Episomal plasmids (iPSC Reprogramming)

Catalog Number: A14703

- The purchase of this product conveys to the purchaser the limited, non-transferable right to use the purchased amount of the product only to perform internal research for the sole benefit of the purchaser. No right to resell this product or any of its components is conveyed expressly, by implication, or by estoppel.
- This product is for internal research purposes only and is not for use in commercial applications of any kind, including, without limitation, quality control and commercial services such as reporting the results of purchaser's activities for a fee or other form of consideration.
- Cells reprogrammed using plasmids no longer contain detectable amounts of those plasmids after a few passages, which indicates the reprogrammed cells would not be subject to restrictions on distribution or usage from Life Technology.

LULL 3 Life Technologies – Cytotune kit (Sendai virus)

As an academic/non-profit customer, effective immediately you can:

- Use CytoTune and the cells created using CytoTune in all aspects of academic research and educational purposes.
- Share iPS cells created using CytoTune and their derivatives with your academic collaborators for their internal research.
- Share iPS cells created using CytoTune and their derivatives with your industrial collaborators for their internal research, including target identification, target validation and assay development. If your industrial collaborator has the necessary license from DNAVEC*, transfer and/or use iPS cells and derivatives for that industrial collaborator to screen compounds for hits, hit-to-lead, lead optimization, and *in vitro* & *in vivo* safety testing ("Exceptions").
- Undertake industry-sponsored projects for research purposes (other than for the Exceptions noted above). Carry out research-focused screening, including screening of compounds, for your own research purposes; and with a one-time license payment to DNAVEC you can also commercialize the results of your screening. Commercialize research results relating to equipment or culture media, with a one-time license payment to DNAVEC*.
- Please note that all cells created prior to March 12, 2012 are grandfathered in and you are free to use them as described above. Should you, or your industrial collaborator, require a commercial license from DNAVEC.

LULL 4 Stemgent – mRNA (iPSC Reprogramming)

Stemgent cat#: 00-0071

- This product is intended for research purposes only. It may not be used for any human or veterinary use, including without limitation therapeutic and prophylactic use, any clinical use, including without limitation diagnostic and prognostic use, any use in delivery to and/or modification of cells that are intended for clinical, diagnostic or medicinal use, including without limitation, cell-based therapy, any commercial purposes, including without limitation the performance of contract research or provision of services to a third party and the manufacture of products for general sale.
- Any use of this product for any of the abovementioned purposes requires a license from the Massachusetts Institute of Technology.
- Cells reprogrammed using mRNAs no longer contain the mRNA and so it seems fair to deduce that they would not be subject to restrictions on distribution or usage from Stemgent.

LULL 5 EMD Millipore – STEMCCA (Cre-excisable constitutive polycystronic [OSKM] lentivirus)

Catalogue Number : SCR511, SCR545

- The purchase of this product conveys to the buyer the non-transferable right to use the purchased amount of the product and components of the product in research conducted by the buyer, where such research does not include testing, analysis or screening services for any third party in return for compensation on a per test basis.
- The buyer cannot sell or otherwise transfer (a) this product (b) its components or (c) materials made using this product or its components for Commercial Purposes. Commercial Purposes means any activity by a party for consideration and may include, but is not limited to:
    - Use of the product or its components in manufacturing;
    - Use of the product or its components to provide a service, information, or data;
    - Use of the product or its components for therapeutic, diagnostic or prophylactic purposes; or
    - Resale of the product or its components, whether or not such product or its components are resold for use in research.
- This LULL restricts many uses of the cells lines created using their product including transfer of lines or assays developed using those lines and commercial applications. The cell lines do contain their product as it is integrated into the DNA.

LULL 6 Johns Hopkins University- iPSC control lines

BC1, BC1.ACGc16 iPSC lines [Johns Hopkins University]

1. In any publications referencing the material, derivatives or modifications, JHU will be acknowledged as the provider of the original material.

2. Repository customers may not further distribute the material, though they may distribute their own modifications to non-profits and government agencies for non-commercial research, provided they execute an MTA with JHU.

3. Any transfer of modifications to a for-profit entity will require a license from JHU.

4. These additional terms must accompany any transfer of the material or modification.

5. Recipients of modifications from repository customers may not further distribute modifications of repository customers or themselves without an MTA from JHU.

6. The materials shall not be used for any commercial purpose or for work on human subjects, including diagnostic testing.

7. Except to the extent prohibited by law, Repository customers and third party recipients assume all liability for damages, which may arise from the use, storage or disposal of the material. JHU (including, but not limited to, their directors, trustees, officers, employees, students, and agents, as applicable) will not be liable to Repository customers or any third party for any loss, claim or demand made by any other party, due to or arising from the use of the material.

Append these terms to the iPSC MTA:

1. In any publications referencing the MATERIAL, PLURIPOTENT MODIFICATIONS, NON-PLURIPOTENT MODIFICATIONS, MODIFIED DERIVATIVES, and UNMODIFIED DERIVATIVERS, JHU will be acknowledged as the provider of the original iPSC line.

2. Repository customers may not further distribute the MATERIAL, though they may distribute their own modifications to non-profits and government agencies for non-commercial research, provided they execute an MTA with JHU.

3. Any transfer of modifications to a for-profit entity will require a license from JHU.

4. These additional terms must accompany any transfer of the MATERIAL or modification:

a) Recipients of modifications from repository customers may not further distribute modifications of repository customers or themselves without an MTA from JHU.

b) The materials shall not be used for any commercial purpose or for work on human subjects, including diagnostic testing.

c) Except to the extent prohibited by law, Repository customers and third party recipients assume all liability for damages, which may arise from the use, storage or disposal of the MATERIAL. JHU (including, but not limited to, their directors, trustees, officers, employees, students, and agents, as applicable) will not be liable to Repository customers or any third party for any loss, claim or demand made by any other party, due to or arising from the use of the MATERIAL.

LULL 7 University of Wisconsin, WARF, Morgridge Institute – iPSC control lines

ND1.4, ND2.0 iPSC lines [University of Wisconsin]
(Integration free human iPS cells from foreskin fibroblasts in defined conditions: Clones ND1.4 and ND2.O.)

Dr. James A. Thomson of the University of Wisconsin is the contributor of the ORIGINAL MATERIAL and should be acknowledged as such in any publications describing its use.

LULL 8 Lonza- iPSC control lines

Lines made by Lonza under contract (restrictions adhering to Lonza)

Append these terms to the iPSC MTA:

Definitions:
Notification to RECIPIENT

LONZA: Lonza Walkersville, Inc. and any of its affiliates.

CLIENT: The person or entity purchasing MATERIAL from LONZA.

RECIPIENT: CLIENT and/or any party receiving the MATERIAL or ALTERED CELLS either directly or indirectly from CLIENT.

MATERIAL: Pluripotent cells, derivatives of pluripotent cells, genetic modifications of pluripotent cells, partially-differentiated cells, and terminally-differentiated cells.

ALTERED CELLS: Changes made to the MATERIAL made only by a RECIPIENT.

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of MATERIAL or ALTERED CELLS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of MATERIAL or ALTERED CELLS by a for-profit organization, to perform contract research, to perform screening of compound libraries to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of MATERIAL or ALTERED CELLS. However, industrially sponsored academic research shall not be considered a use of MATERIAL or ALTERED CELLS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met. NOR WILL SENDING THE MATERIAL OR ALTERED CELLS TO A FOR-PROFIT ORGANIZATION TO PERFORM SERVICES ON BEHALF OF THE RECIPIENT SUCH AS KARYOTYPING, HYBRIDIZATION, ARRAY AND GENOME ANALYSIS UNLESS THE ABOVE CONDITIONS ARE MET.

1. RECIPIENT shall have the right, without restriction, to distribute MATERIAL or ALTERED CELLS to academic organizations or to academic core laboratories for their internal non-commercial purpose only. RECIPIENT shall have the right, under appropriate license to distribute MATERIAL or ALTERED CELLS to for-profit organizations.

2. RECIPIENT shall acknowledge that the MATERIAL and ALTERED CELLS is or may be the subject of an issued patent or pending patent application. Except as provided in this Notification, no express or implied licenses or other rights are provided to RECIPIENT under any patents, patent applications, trade secrets, licenses or other proprietary rights ('INTELLECTUAL PROPERTY") of LONZA, or any third parties, including any altered forms of the MATERIAL made by LONZA. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, or any related patents of LONZA, or any third parties, for COMMERCIAL PURPOSES.

3. If RECIPIENT desires to use or license the MATERIAL or ALTERED CELLS for COMMERCIAL PURPOSES, RECIPIENT agrees, in advance of such use, to negotiate in good faith with parties holding applicable intellectual property rights to establish the terms of a commercial license. It is understood by RECIPIENT that LONZA or any third party shall have no obligation to grant such a license to RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others,

or sell or assign all or part of the rights in the MATERIAL or ALTERED CELLS to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government. For clarity, any terminally-differentiated cells made and sold by LONZA may be used by RECIPIENT for COMMERCIAL PURPOSES. Nothing in this paragraph, however, shall prevent RECIPIENT from granting commercial licenses under RECIPIENT's intellectual property rights claiming ALTERED CELLS, or methods of their manufacture or their use.

4. Any MATERIAL and ALTERED CELLS delivered pursuant to this Notification is understood to be experimental in nature and may have hazardous properties. LONZA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL AND ALTERED CELLS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

5. Except to the extent prohibited by law, RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL or ALTERED CELLS. LONZA will not be liable to RECIPIENT for any loss, claim or demand made by RECIPIENT, or made against RECIPIENT by any other party, due to or arising from the use of the MATERIAL or ALTERED CELLS by RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of LONZA.

6. RECIPIENT agrees to use MATERIAL and ALTERED CELLS in compliance with all applicable statutes and regulations and agrees to notify RECIPIENT of same. For the removal of doubt, RECIPIENT shall not use MATERIAL and ALTERED CELLS for application and use for human/animal therapeutic, diagnostic and/or prophylactic purposes including but not limited to clinical applications, cell therapy, transplantation, and /or regenerative medicine without appropriate license.

7. RECIPIENT shall be required to convey a copy of this "Notification to RECIPIENT" to any person or party receiving MATERIAL or ALTERED CELLS, from RECIPIENT.

LULL 9 Cellular Engineering Technologies- iPS cells

MATERIAL TRANSFER AGREEMENT (MTA)

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING AN ORDER. THIS IS A CONTRACT.

This Material Transfer Agreement ("Agreement") is between you (hereinafter, "Purchaser" or "you") and Cellular Engineering Technologies Inc., an Iowa corporation (hereinafter, "CET," "we," or "us"). CET is providing you the material based on the following conditions.

1. Definitions:

1.1 As used in this Agreement, "Material" means the biological or chemical Material(s) listed on the Exhibit, and includes all copies, associated know-how, data, derivatives, parts and progeny thereof.
1.2 "Replicate" means any biological or chemical material that represents a substantially unmodified copy of the Material including, but not limited to, material produced by growth of cells or microorganisms or by amplification of Material(s).
1.3 "Derivative" means material created from the Material that is substantially modified to have new properties, such as, but not limited to, recombinant-DNA-clones made using a vector purchased from CET.

2. Scope of Use:

The Material represents a significant investment on the part of CET and is considered proprietary to CET. You may make and use the Material provided to you by CET and all Replicates and Derivatives for investigational and research purposes *in vitro* or in laboratory animals ONLY and NOT for resale or for transfer to any other person or entity without prior written approval from CET. You agree not to transfer any Material to any person or entity other than those under your direct control and supervision and for whom you are responsible, unless you have received prior written approval of CET, and such person or entity agrees in writing to the terms of this Agreement. In addition, you will obtain the agreement of all persons under your direct control and supervision and for whom you are responsible that they are bound by the terms of this Agreement. The Material IS NOT INTENDED FOR USE IN HUMANS. You agree that Material designated as Biosafety Level 2 or 3 constitutes known pathogens and that other Material not so designated as well as any Replicates or Derivates thereof may be pathogenic under certain conditions. You assume all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the Material, including, without limitation, all appropriate safety and handling precautions to minimize health or environmental risk. You agree that any activity you undertake with the Material and any Replicates or Derivatives thereof will be conducted in compliance with all applicable guidelines, laws, and regulations. THIS AGREEMENT INVOLVES NO OTHER EXCHANGE OF PERSONNEL OR RESOURCES. CET shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.

3. Use for Non-Commercial Purposes:

Nothing in this Agreement shall be deemed to grant the Purchaser any rights under any patents, nor any rights to use the Material for any products or processes for profit-making or commercial purposes. The Purchaser shall not distribute, sell, lend or otherwise transfer the Material, Replicates, and Derivatives thereof for ANY REASON. Any commercial use of the Material, Replicates, and Derivatives is prohibited without CET's prior written authorization. The Purchaser's use of the

Materials may require a license from CET which the Purchaser may inquire about in writing. Use of the Material may be subject to CET's intellectual property rights, which may not be listed on the website or product literature. CET makes no representation or warranty that such rights do not exist and the Purchaser will be solely responsible for obtaining any intellectual property licenses necessitated by its possession and use of the Material(s) from CET.

4. Warranty: Disclaimer of Warranty:

CET warrants that any Material other than cells shall meet the specifications provided on the product information sheet, certificate of analysis, and/or catalog description until the expiration date on the product label. The exclusive remedy for breach of this warranty is, at CET's option: (1) A refund of the fee paid to CET for such Material (exclusive of shipping and handling charges), or (2) Replacement of the Material. This exclusive remedy only applies under the condition that the Purchaser handles and stores the Material as described in the product sheet. To obtain the exclusive remedy, the Purchaser must report the lack of viability of cells or other Material to CET's technical service department within 30 days. Any expiration date specified on the Material shipment documentation states the expected remaining useful life, but does not constitute a warranty, or extend any applicable warranty period. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE MATERIAL AND ANY TECHNICAL INFORMATION AND ASSISTANCE PROVIDED BY CET ARE PROVIDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TYPICALITY,SAFETY, ACCURACY, AND WITHOUT ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL AND TECHINCAL INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT OF THIRD PARTIES. It is the intention of Purchaser that CET shall not be held liable for any claims or damages arising from Purchaser's use of the Materials, Replicates, or Derivatives.

5. Compliance with Applicable Laws:

Purchaser is responsible for compliance with all applicable domestic and foreign laws, federal, state and local statutes, ordinances and regulations. Without limiting the above, any shipment of Material to countries outside the United States of America must comply with all applicable U.S. laws including the U.S. export control laws and related regulations.

6. Indemnification:

Purchaser hereby agrees to indemnify and hold harmless CET, its successors and assigns, from and against all third part claims, losses, liability, expenses and damages (including reasonable attorneys' fees and costs) arising out of or relating to any claims, demands, actions, or lawsuits resulting from Purchaser's use, receipt, handling, storage, transfer, disposal and other activities relating to the Material(s), Replicates, or Derivatives, except when the loss or damage is caused by the gross negligence or willful misconduct of CET. All non-monetary settlements will be subject to CET's consent. Notwithstanding anything in this Agreement stating the contrary, Purchaser's rights and obligations shall in no event be greater than its obligations would be were the Purchaser to be sued directly.

7. Limitation of Liability:

In no event will CET be liable for any indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the Agreement, or relating to the use of the Materials, Replicates, or Derivatives (whether arising due to contract, tort, negligence, strict liability, statute, or otherwise) even if CET has been advised of the possibility of such liability or damages, except only

when the damage, liability, or injury has been caused by CET's gross negligence or willful misconduct. In no event, shall CET's cumulative liability exceed the fees paid by Purchaser under this Agreement during the twelve (12) month period preceding the date of the event giving rise to the damage or liability claim. Purchaser agrees that the limitations of liability set forth in this Agreement shall apply even if a limited
remedy provided hereunder fails of its essential purpose.

8. Intellectual Property:

CET shall retain ownership of all right, title, and interest in the Material, Replicates, or Derivatives. Purchaser shall acknowledge CET as the source of the Material(s) in all oral or written publications and patent applications that reference the Material(s). CET retains all right, title and interest in the trademarks registered and/or owned by CET as well as in any and all CET catalog numbers or specific designations of the Material(s) sold by CET. To the extent permitted by law, Purchaser agrees to treat in confidence any of CET's written information about the Material(s) that is stamped "CONFIDENTIAL," or any of CET's oral information about the Material that is identified in writing as "CONFIDENTIAL" within ten (10) days of the oral disclosure, except for information that was previously known to Purchaser or that is or becomes publicly available or is disclosed to Purchaser by a third party without a confidentiality obligation. Purchaser may publish or otherwise publicly disclose the results of its use of the Material(s), but if CET has given confidential information to Purchaser, such public disclosure may be made only after CET has had thirty (30) days to review the proposed disclosure to determine if it contains any CONFIDENTIAL information, except when a shortened period under a court order, or the Freedom of Information Act applies

9. Payment; Taxes; Shipping:

Payments may be made by check, wire transfer, or credit card. Unless payment in advance is required by CET or its exclusive distributors, payments shall be due within thirty (30) days after the date of the invoice. Any payments not made within the thirty (30) day period will be subject to an interest charge of two percent (2%) per month or the maximum rate allowed by applicable law, whichever is greater. Purchaser is responsible for all taxes, duties, tariffs and permit fees assessed in connection with the Agreement and the Material(s). Purchaser shall, upon demand, pay to CET or its exclusive distributors the monies equal to any taxes, duties, tariffs, and/or permit fees that have been actually paid or are required to be collected or paid by CET or its exclusive distributors. CET and/or its exclusive distributors shall have no obligation hereunder to accept an order from Purchaser unless Purchaser has satisfied the requirements of CET's applicable credit approval process and has satisfied any additional credit requirements that may be imposed by CET, including providing CET with a deposit, a letter of credit, or a payment in advance.

CET will package the Material(s) for shipping in accordance with applicable laws and regulations. Purchaser is responsible for ensuring that all permits required for Purchaser to receive its order have been obtained and that sufficient proof of these permits has been provided to CET. CET will notify Purchaser when orders are submitted without the necessary permits, and Purchaser will have two (2) months after receiving such notification to provide the proof of the necessary permit(s) before an order is cancelled. A processing fee will be charged if special processing or packaging is necessary. All Materials will be shipped Free- On-Board (FOB) point of shipment, freight prepaid via a carrier of CET's choice, and the costs will be added to Purchaser's invoice. If the Material is lost or damaged during the shipment, CET will replace it at no additional charge provided that Purchaser reports the lost or damaged shipments to the applicable carrier and notifies CET's Customer Service Department or exclusive distributor within seven (7) days from the invoice date. Each invoice will be e-mailed the day the Material is shipped from the point of shipment.

10. Assignment:

The Purchaser may not assign or transfer this Agreement or any rights or obligations under it, either by operation of law or otherwise, without the written consent of CET. Any attempts to assign or transfer this Agreement or any rights or obligations hereunder shall be deemed void and have no force and effect.

11. Force Majeure:

Both Purchaser and CET may be excused from performance under this Agreement upon giving notice to the other party, in the event their performance was prevented by acts of God, severe weather conditions, fire, flood, riot, strike, national calamity, lockout, war, civil disturbance, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or public authority.

12. Severability:

If any provision of this Agreement is declared or found to be invalid, illegal, unenforceable, or void by a court or governmental agency of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement, and the parties acknowledge and agree that the remainder of the Agreement shall remain valid and enforceable to the extent permitted by law.

13. Governing Law:

This Agreement shall be governed and construed according to the laws of the State of Iowa without reference to its choice of laws. Any dispute arising under this Agreement that is not disposed of by agreement of the principals of CET and the Purchaser shall be resolved through binding mediation. Costs of the mediation shall be shared by the parties in proportion to their degree of liability under any rendered decision.

14. Modification:

This Agreement can only be modified by a written instrument signed by an authorized representative of the Purchaser and CET.

15. No Waiver:

A breach or default of any provision of this Agreement shall not be deemed as a waiver of a breach or default of a like or similar nature or provision under this Agreement.

16. Notices:

All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative of the Purchaser and CET, and shall be sent by certified mail, return receipt requested, with postage prepaid, to the addresses indicated on the signature page for the Purchaser and CET.

17. Termination:

Either the Purchaser or CET may terminate this Agreement by giving written notice at least thirty (30) days prior to the desired termination date.

18. Entire Agreement:

This Agreement constitutes the entire agreement between the Purchaser and CET concerning the transfer of the Material(s), and supersedes any prior understandings or written or oral agreements and representations. The version of the Material Transfer Agreement applicable to any Material(s) order by the Purchaser shall be the version in effect at the time of order placement. This Agreement shall be effected on the date of full execution by the parties.

CET, INC.

By: _____
Alan Moy or Anant Kamath
CEO & COO

PURCHASER

By: _____
PRINT NAME:
ADD TITLE:

LULL 10 Cellular Dynamics Inc. (CDI) - reporter cells

Lines made by CDI under contract (restrictions adhering to CDI)
Version 2 (July 19, 2012 revised with understand from phone discussion BB with NS of 11/16/2012)

iPS Cells may be freely used by "NHLBI employees, NHLBI extramural academic or non-profit foundation collaborators for life science research purposes"

iPSC cells and cells differentiated or derived from them may to transferred to a repository for distribution to the academic research community under the NIH CRM MTA.

The NIH or a repository may transfer lines to a commercial entity under the not-for-profit iPSC MTA so long as such document clearly identifies that they were made by CDI under a contract from NIH and that any commercial use will require a license from CDI and one or more other patent holders. After transfer of lines to commercial entities, the repository or NIH should contact Nick Seay of CDI so that they can initiate a license or other arrangement with the commercial entity.

Lines are not clinically compliant

Append these terms to the iPSC MTA:

(1) iPS Cells may be freely used for internal, not-for-profit life science research purposes only.

(2) These lines were made by Cellular Dynamics International (CDI) under a contract from NIH. Any commercial use will require a license from CDI and one or more other patent holders.

(3) Lines are not clinically compliant and shall not be used in the diagnosis or treatment of disease in humans.

LULL 11 Promega- reporter lines

Lines made with HaloTag® and NanoLuc™ from Promega:

1. Any cell line(s) distributed by NIH that incorporate Promega's HaloTag® or NanoLuc™ Technologies will be distributed under a material transfer agreement ("MTA"), administered by NIH, which contains a) the limited use label licenses ("LULLs") as set forth in Exhibits A and B, and b) the following language, or a reasonable equivalent:

    - The NIH CRM may provide cell lines containing Promega material to academic and COMMERCIAL RECIPIENTS. It is recognized however, by the RECIPIENT that any use of these lines for COMMERCIAL PURPOSES may require a commercial license from the NIH and Promega (PROVIDERS) and neither party has any obligation to grant a commercial license to its ownership interest in the MATERIAL.

    - The RECIPIENT acknowledges that the MATERIAL is or may be the subject of one or more patent applications. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDERs, including any altered forms of the MATERIAL made by the RECIPIENT. In particular, no express or implied license or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

    - If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the United States Government.

2. Any cell line(s) distributed by NIH that incorporate Promega's HaloTag® Technology shall include a copy of the LULL, as set forth in Exhibit A, such that recipients can read the LULL before opening the package containing the cell line(s).

3. Any cell line(s) distributed by NIH that incorporate Promega's NanoLuc™ Technology shall include a copy of the LULL, as set forth in Exhibit B, such that recipients can read the LULL before opening the package containing the cell line(s).

Example of usage:

A. NanolucTM and HaloTag® sequences in pAAVS1-iCLHN (1a), p5KI-GP-CHN (1b) and p3KI-GP-CHN (1c) were obtained from Promega (http://www.promega.com/aboutus/corporate/legal-and-trademarks/) in January 2012. Please see attached Promega LULL and associated Exhibit A and Exhibit B. In addition, the following terms apply for these materials:

i. It is recognized however, by the Recipient that any use of these lines for COMMERCIAL PURPOSES may require a commercial license from the NIH and Promega (PROVIDERS) and

neither party has any obligation to grant a commercial license to its ownership interest in the MATERIAL.

ii. Recipient acknowledges that the MATERIAL is or may be the subject of one or more patent applications. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDERs, including any altered forms of the MATERIAL made by the Recipient. In particular, no express or implied license or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

iii. If the Recipient desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the Recipient agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the Recipient, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the United States Government.

Exhibit A
HaloTag® Limited Use Label License

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, NIH will accept return of the unused product and, if applicable provide the researcher with a full 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 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 Promega for supply and licensing information. NEITHER PROMEGA NOR NIH MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARDS TO THE PRODUCT. The terms of this agreement shall be governed under the laws of the State of Wisconsin, USA. The above license relates to Promega patents and/or patent applications relating to the HaloTag® gene or its use.

Exhibit B
NanoLuc™ Limited Use Label License

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, NIH will accept return of the unused product and provide the researcher with a full refund

Researchers may use this product for research use only, no commercial use is allowed. Commercial Use means any and all uses of this product and derivatives by a party for monetary or other consideration and may include but is not limited to use in: (1) product manufacture; and (2) to provide a service, information or data; and/or 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 except that Researchers may: (1) create fused gene sequences provided that the coding sequence of the resulting luciferase gene has no more than four deoxynucleotides missing at the affected terminus compared to the intact luciferase gene sequence, and (2) insert and remove nucleic acid sequences in splicing research predicated on the inactivation or reconstitution of the luminescence of the encoded luciferase. No other use or transfer of this product or derivatives is authorized without the prior express written consent of Promega. In addition, Researchers must either: (1) use luminescent assay reagents purchased from Promega Corporation for all determinations of luminescence activity of this product and its derivatives; or (2) contact Promega to obtain a license for use of the product and its derivatives. 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 Promega for supply and licensing information. NEITHER PROMEGA NOR NIH MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARDS TO THE PRODUCT. The terms of this agreement shall be governed under the laws of the State of Wisconsin, USA. The above license relates to Promega patents and/or patent applications relating to the luciferase gene or its use.

LULL 12 System Biosciences Inc. (SBI)- vectors & reporter lines

Vectors obtained from System Biosciences (SBI)

- *e.g. copGFP (SBI catalog #PB513B-1)*
- *Including vectors modified by CRM*

SBI is okay with limited, case-by-case transfer of their vectors or modified vectors to other non-profit investigators but do not want to see widespread distribution of their vectors beyond the laboratory that purchased them. Limited instances of transfer to collaborators are acceptable, but should be cleared with SBI first.

Transfers may be done under the PHS MTA that has been modified to add the NIH CRM letterhead. Permission does not extend piggyBac vectors (or related transposon sequences) and Cumate inducible vectors because of third party interests in these materials.

Acknowledge SBI as the source of the original vector in the MTA.

Lines made with System Biosciences (SBI) technology:

SBI Materials include: lineage specific promoter reporters, signaling pathway reporters and other integrated vectors.

SBI Materials include lineage specific promoter reporters, signaling pathway reporters and other integrated vectors, but specifically do NOT include piggyBac vectors and Cumate inducible vectors, pending further review of third-party permissions.

Relevant iPSC lines may be freely distributed to non-commercial entities for non-commercial purposes A separate license from SBI is required when transferring such lines for COMMERCIAL PURPOSES or to commercial entities

Appendix 2 check-box “Recipient may not use or re-distribute to THIRD PARTIES for COMMERCIAL PURPOSES”

SBI requires that any iPS Cells and derivatives incorporating SBI Materials must list such Materials and acknowledge SBI in the documentation characterizing the cell lines.

Materials and acknowledge SBI in the documentation characterizing the cell lines.
If to non-profit or for-profit add "This cell line features [x,y,z technology] developed by System Biosciences (SBI)."

LULL 13 Life Technologies- lines containing GFP

For Transfer of cell lines and other materials containing GFP derived from Aequora Victoria to academic and not-for-profit investigators.

Note: for transfers to for-profit entities, the requesting company should be referred to Life Technologies; currently the contact person there is Veronica Karpiak (veronica.karpiak@lifetech.com).

See attached document

ATTACHMENT A
FOR TRANSFER OF MATERIALS INCORPORATING THE GENE FOR
A FLUORESCENT PROTEIN DERIVED FROM *Aequorea victoria*

May 3, 2013

Recipient Scientist's Name
Academic Institution Name
Address 1
Address 2

Dear **Enter Name of Recipient Scientist:**

This is to acknowledge your request that you receive certain replicable biological materials developed in Transferring Institution's laboratory for your use in scientific research. The Materials, described below ("Materials") incorporate the gene for a fluorescent protein derived from *Aequorea victoria*, which is covered by one or more claims in patents owned by one or more of: The Regents of the University of California ("UC"), The Board of Trustees of the Leland Stanford Junior University ("Stanford"), General Electric Corporation ("GE"), Fisher BioImage ApS ("BioImage"), RIKEN The Institute of Physical and Chemical Research, and licensed to Life Technologies Corporation ("LTC"). The terms under which Transferring Institution and I acquired the gene for the fluorescent protein derived from *Aequorea victoria* include the right to transfer materials containing such gene to Recipient Institution for your use on the terms set forth herein.

The Materials that you have requested are **Enter Description of Materials**.

While Transferring Institution cannot transfer ownership of these Materials to you, it will be pleased to permit your use of these Materials within your laboratory at **Type name of Academic Institution** for your use in scientific research. However, before providing them to you, Transferring Institution requires Recipient Institution's agreement that (i) the Materials will be received by Recipient Institution only for your use in scientific research (which includes use by others in your laboratory who work under your supervision), (ii) that you and Recipient Institution will not use or enable others to use the Materials for Commercial Purposes, (iii) that Recipient Institution or you will not pass on the Materials or their progeny or derivatives to any (a) for-profit entity or (b) not-for-profit entity which is a subsidiary of a for-profit entity for any reason without the prior written consent of LTC, and (iv) you and Recipient Institution will not pass on the Materials or their progeny or derivatives to any other academic entity (i.e., a university, government laboratory, or not-for-profit that is not a subsidiary of a for-profit entity) unless the secondary recipient institution has agreed in writing to the requirements set forth in this Attachment A, which shall be attached to a material transfer agreement between Recipient's Institution and the secondary recipient institution.

"Commercial Purposes" means any activity by a party for consideration and may include, but is not limited to: (1) use of any of the Materials or their progeny or derivatives in manufacturing; (2) use of any of the Materials or their progeny or derivatives to provide a service (including screening), information, or data for consideration (provision of information, such as reports, to agencies providing grants to your institution is not a Commercial Purpose); (3) use of any of the Materials or their progeny or derivatives for therapeutic, diagnostic or prophylactic purposes; or (4) resale of the Materials or their progeny or derivatives, whether or not such Materials or their progeny or derivatives are resold for use in research.

You and Recipient Institution understand and acknowledge that no other right or license to the Materials, their progeny and derivatives is granted or implied as a result of Transferring Institution's transfer of these Materials to you.

These Materials are to be used with caution and prudence since their characteristics are unknown, and Recipient Institution confirms that all use will occur under the supervision of a technically qualified individual.

Recipient Institution acknowledges and agrees that (i) Recipient Institution assumes all liability for any damages which may arise from Recipient Institution's use, storage or disposal of the Materials, their progeny and derivatives and (ii) none of UC, the Howard Hughes Medical Institute, Stanford, GE, BioImage, RIKEN, LTC or Transferring Institution or any of their respective managers, directors, officers, employees, sponsors, or agents (collectively the "Limited Liability Parties") will be liable to Recipient Institution or any third party for any loss, claim or demand made by Recipient Institution, or made against Recipient Institution by any other party, due to or arising from your use, storage, disposal or onward transfer of the Materials, except to the extent permitted by law when caused by the gross negligence or willful misconduct of any of Limited Liability Parties.

NONE OF THE LIMITED LIABILITY PARTIES MAKES ANY WARRANTY, EXPRESS, OR IMPLIED WITH RESPECT TO THE MATERIALS.

There may be a processing cost for providing the Materials to you. We will bill you for our processing costs, which will amount to **Type in costs here or $0.00 if no costs**.

If Recipient Institution agrees to accept the Materials under the above conditions on your behalf as its employee, please sign the Material Transfer Agreement and this Attachment A, have them signed by an authorized representative of your institution, and return it to Transferring Institution for final signature. Transferring Institution will notify me, and I will forward the Materials to you when these agreements have been fully executed.

Yours truly,

_____

Signature of transferring scientist
Type name of Transferring Scientist here

Read and understood by **Enter Name of Recipient Scientist:**

_____ _____

Signature of Recipient Scientist
Type name of Recipient Scientist here **Date**

Accepted by: **Academic Institution Name**

_____ _____

Authorized signature of Academic Institution
Type name of Authorized Signatory **Date**
Type Title of Signatory

LULL 14 Clontech- fluorescent proteins

NON-COMMERCIAL USE LICENSE AGREEMENT FOR NON-PROFIT ORGANIZATIONS
By opening the containers or using the products accompanying this agreement, you accept the terms and conditions below.

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY: This Non-Commercial Use License Agreement ("Agreement") is the legal agreement between you, your Not For-Profit Organization (hereinafter collectively "Licensee") and Clontech Laboratories (hereinafter "Clontech") for the non-commercial use of Clontech's fluorescent protein products purchased hereunder (hereinafter "Clontech FPs").

AS A CONDITION OF SALE OF THE PRODUCTS AND PRIOR TO USING THE PRODUCTS OR OPENING THE PACKAGING ENCLOSING SAME, LICENSEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO BE BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS, LICENSEE SHALL RETURN ALL PRODUCTS TO CLONTECH FOR A FULL REFUND.

1. **Clontech FPs Are For Non-Commercial Use Only**. Licensee shall use the Clontech FPs solely for the purpose of conducting internal, non-commercial scientific research in Licensee's laboratory within Licensee's Not For-Profit Organization (hereinafter, such activities defined as "Research"), provided that Research does not include any right to make any deliberate or intentional modifications of any Clontech FP that results in a Modified FP (defined below). Clontech hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable and limited license under the Patent Rights (defined below) to use the Clontech FPs purchased hereunder solely for Research in accordance with the terms of this Agreement. Licensee may allow its employees and/or students access to the Clontech FPs for purposes consistent with this agreement, provided however, that prior to providing such access, Licensee will advise such individuals of the proprietary nature of the Clontech FPs. Licensee shall remain liable for the actions of such individuals.

2. **Modified FP**. Licensee shall not make any deliberate or intentional modification to any Clontech FP that results in such Clontech FP having altered spectral or biological properties ("Modified FP"), including but not limited to alterations in: half-life of either mRNA or protein, absorbance or emission spectra, brightness, propensity to aggregate or oligomerize, or biocompatibility of the Clontech FP in a cell, tissue or organism; provided, however, that Modified FPs shall not include fusion proteins made solely by fusing of a peptide- expressing nucleic acid sequence to the coding region of a Clontech FP or the cloning of a promoter element in front of the coding region of a Clontech FP. Any Modified FP made in breach of this Agreement or incidentally through Licensee's use of Clontech FP under the terms of this Agreement shall be owned by Clontech and Licensee hereby assigns to Clontech any and all rights in and to such Modified FP. At no additional cost to Clontech, Licensee shall reasonably assist Clontech in the perfection and enforcement of such rights.

3. **Disclosure**. Licensee shall promptly and fully disclose to Clontech in writing any Modified FP that results from Licensee's use of any Clontech FP, whether made in breach of this Agreement or incidentally through Licensee's use of Clontech FPs under the terms of this Agreement, including modifications to DNA, RNA, or protein.

4. **Prohibited Uses.** Licensee shall not:

    i. Offer the Clontech FP or any component, derivative or modification of any Clontech FP for resale; or distribute, transfer, loan, or otherwise provide access to the Clontech FP or any component, derivative or modification of the Clontech FP to any third party for any purpose, including transfer of the Clontech FP as a component of a kit;

ii. Provide services to a third party using the Clontech FP (including screening and profiling services);
iii. Use the Clontech FPs in any process to manufacture a product intended for sale or commercial use;
iv. Authorize any third party to use or sell any Clontech FP or derivatives thereof; or
v. Use the Clontech FPs in quality control and quality assurance processes including food and environmental testing.

5. **Compliance with Laws**. Licensee understands that the Clontech FPs are to be used with caution and prudence in any experimental work. Accordingly, Licensee will adhere to all applicable state and federal laws, guidelines and regulations governing research with such materials. Licensee acknowledges that the Clontech FPs shall not be used for any experiment or activity where a for-profit organization funds, in whole or in part, such activity or possesses any present or future intellectual property or contract right in such activities. In no event are Clontech FPs to be used for testing in or treatment of humans, including use in *in vitro* or *in vivo* diagnostic testing; or as a drug. Licensee shall bear all risk to Licensee or any others resulting from Licensee's use of the Clontech FPs.

6. **Property Rights.** Clontech and its licensors reserve all of their rights not expressly granted herein and no implied or other licenses are granted. Clontech FPs are provided under at least one of the patents or patent applications listed on Attachment A. The patents and applications listed on Attachment A, any and all patents and applications for patents issuing thereon or claiming priority thereto, any foreign counterparts thereof, and all divisions, continuations, continuations-in-part, substitutions, extensions, reissues, reexaminations, renewals for any such patents and patent applications, or any equivalents thereof, shall be herein collectively referred to as "Patent Rights". Without limiting the foregoing, Licensee expressly recognizes the exclusive ownership and right of Clontech in and to all names and trademarks associated with any of the Clontech FPs, including but not limited to the Living Colors® trademark.

7. **Indemnification.** Licensee will defend, indemnify and hold Clontech and its licensors (collectively, the "Indemnified Parties") harmless against any and all liability, damages, losses, claims, suits, proceedings, demands, recoveries or expenses, including reasonable attorneys' fees and expenses, incurred or rendered against the Indemnified Parties (collectively, the "Indemnified Losses") arising out of or in connection with this Agreement, including without limitation Indemnified Losses resulting from any and all uses by the Licensee, Licensee's employees, students or other agents, of the Clontech FPs and any materials derived therefrom.

8. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLONTECH MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLONTECH MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALIDITY OR SCOPE OF ANY PATENT RIGHTS OR THAT THE USE OF THE CLONTECH FPs OR PATENT RIGHTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, AND CLONTECH EXPRESSLY DISCLAIMS ANY LIABILITY THEREFOR.

9. **Right To Publish.** Licensee shall have the right to publish scientific articles and give public presentations stemming from Licensee's use of the Clontech FPs within the scope of this Agreement, excluding any results that report on the development and/or use of a Modified FP. In all such publications, Licensee agrees to acknowledge Clontech as the source of the Clontech FPs.

10. **Term.** This Agreement shall commence upon opening of the product packaging or initial use of the Clontech FPs (the "Effective date") and continue in full force as long as Licensee uses the Clontech FPs during the term of the Patent Rights in compliance with the terms and conditions of

this Agreement. Without limiting its other rights and remedies, Clontech shall have the right to terminate this Agreement for any breach or default by Licensee that is not cured within thirty (30) days after a written notice from Clontech describing such breach or default.

11. **Effects Of Termination.** Upon Termination of this Agreement, Licensee must return or destroy all Clontech FPs in Licensee's possession. Licensee may no longer use Clontech FPs. The rights and obligations under Sections 2, 3, 6, 7, 8, 9, 12, 13 and 15 shall survive any termination of this Agreement.

12. **No Assignment**. This Agreement is not transferable or assignable by Licensee.

13. **Governing Law.** All matters affecting the interpretation, validity, and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of law principles. The parties hereby irrevocably consent to the personal jurisdiction of the United States Federal District Court for the Northern District of California or state courts located in Santa Clara County in California.

14. **Severability.** If any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

15. **Entire Agreement.** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and all prior agreements, understandings or representations whether expressed

LULL 15 Evrogen- fluorescent proteins

Limited Use Label License #001: Evrogen fluorescent protein products

Non-exclusive license agreement for Evrogen fluorescent protein products

This non-exclusive non-transferable License Agreement ("License Agreement") is the legal agreement between your organization (hereinafter Licensee), and Evrogen JSC (hereinafter "Evrogen") covering your use of the Evrogen Fluorescent Protein products and its components, derivatives or modifications ("Product").

By opening the container enclosing the Evrogen Fluorescent Protein products you accept the terms and conditions below:

Field of Use. The Product is for Research Use Only by Licensee.
"Research Use Only" means research that is not-for-profit, internal research, or research for evaluation purposes. The Research Use Only specifically excludes using the Product by the Licensee in any activity for consideration.

Non-Exclusive Rights. This license granted by Evrogen to Licensee is non-exclusive to Licensee.

License Term. The term of the license is as follows:

A. If Licensee is a Not-for-Profit entity, the term of the license shall be for as long as it takes Licensee to use the Product in accordance with the terms and conditions of this License Agreement.
B. If Licensee is a For-Profit entity, the term of the license shall be for SIX MONTHS, non renewable, from the date of receipt of the Product. If, after six months, Licensee wishes to continue to use the Product, Licensee wishes to purchase additional Products, or Licensee wishes to use the Product outside the "Research Use Only" field, Licensee shall contact Evrogen at license@evrogen.com for negotiation of an extended license.

Prohibited uses of the Product. Licensee agrees that it will not:

A. offer the Product for resale; or distribute, transfer, or otherwise provide access to the Product to any third party for any purpose, including transfer of the Product as a component of a kit;
B. use the Product to provide a service, information or data (including screening and profiling services);
C. use the Product in manufacturing, including use of the Product in quality control or quality assurance procedures;
D. use the Product for diagnostic or therapeutic purposes.

Property Rights. The Product is covered by Evrogen Patents and/or Patent applications pending ("Licensed Patents"). Evrogen retains all rights under Licensed Patents not expressly granted herein.

Compliance with laws, precautions. Licensee shall use the Product in strict accordance with all applicable state and federal laws, regulations and guidelines. Licensee understands that the

Product is a biotechnologically-engineered product and, as such, should be used with the caution and prudence used for other such products. The Product should not be used for diagnosis of disease or for treatment in humans.

Limited Warranty. Nothing in this Agreement is construed as:

A. a warranty or representation that any method or anything made or used under any license granted in this License Agreement is or will be free from infringement of patents, copyrights, or other rights of third parties;
B. an obligation to bring suit against a third party for any reason; or
C. an obligation to furnish any technology or technological information.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT, EVROGEN MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnification. Licensee will indemnify, hold harmless, and defend Evrogen, and its respective trustees, officers, employees, and agents against all claims for death, illness, personal injury, property damage, pr improper business practices arising out of the use or other disposition of the Product.

Limitation of Liability. Evrogen will not be liable for any indirect, special, consequential, or other damages whatsoever, whether grounded in tort (including negligence), strict liability, contract, or otherwise. Evrogen will not have any responsibility or liability whatsoever with respect to Licensee's research or damages thereto suffered in connection with the Product or this License Agreement.

Governing Law. This License Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Russian Federation.

LULL 16 Lines using Qiagen vectors

Lines with Qiagen vectors cannot be distributed. LULL below is an example from the Cignal Reporter Assay kits. Cignal Reporter Assays provided in the Cignal Reporter Assay Kit enable rapid, sensitive, and quantitative assessment of signal transduction pathway activation by measuring the activities of downstream transcription factors. Two reporter systems are available: dual-luciferase format and GFP format.

Limited License Agreement
Use of this product signifies the agreement of any purchaser or user of the Cignal Reporter Assay Kits to the following terms:

1. The Cignal Reporter Assay Kits may be used solely in accordance with the *Cignal Reporter Assay Handbook* and for use with components contained in the Kit only. QIAGEN grants no license under any of its intellectual property to use or incorporate the enclosed components of this Kit with any components not included within this Kit except as described in the *Cignal Reporter Assay Handbook* and additional protocols available at www.qiagen.com.

2. Other than expressly stated licenses, QIAGEN makes no warranty that this Kit and/or its use(s) do not infringe the rights of third-parties.

3. This Kit and its components are licensed for one-time use and may not be reused, refurbished, or resold.

4. QIAGEN specifically disclaims any other licenses, expressed or implied other than those expressly stated.

5. The purchaser and user of the Kit agree not to take or permit anyone else to take any steps that could lead to or facilitate any acts prohibited above.

QIAGEN may enforce the prohibitions of this Limited License Agreement in any Court, and shall recover all its investigative and Court costs, including attorney fees, in any action to enforce this Limited License Agreement or any of its intellectual property rights relating to the Kit and/or its components.
For updated license terms, see www.qiagen.com**.**

Firefly and/or Renilla Luciferase and Monster Green Limited Use Label License

READ THIS FIRST BEFORE OPENING PRODUCT
For research use only. The terms of the limited license conveyed with the purchase of this product are as follows: Researchers may use this product in their own research and they may transfer derivatives to others for such research use provided that at the time of transfer a copy of this label license is given to the recipients and the recipients agree to be bound by the conditions of this label license. Researchers shall have no right to modify or otherwise create variations of the nucleotide sequence of the luciferase gene or Monster Green® gene except that Researchers may: (1) clone heterologous DNA sequences at either or both ends of said luciferase or Monster Green® gene so as to create fused gene sequences provided that the coding sequence of the resulting luciferase or Monster Green gene has no more than four

deoxynucleotides missing at the affected terminus when compared to the intact luciferase or Monster Green® gene sequence, and (2) insert and remove nucleic acid sequences in furtherance of splicing research predicated on the inactivation or reconstitution of the luminescent activity of the encoded luciferase. In addition, Researchers must do one of the following: (1) use luminescent assay reagents purchased from Promega Corporation for all determinations of luminescence activity resulting from the research use of this product and its derivatives; or, (2) contact Promega Corporation to obtain a license for the use of the product and its derivatives. No other use or transfer of this product or its derivatives is authorized without the express written consent of Promega Corporation including, without limitation, Commercial Use. Commercial Use means any and all uses of this product and derivatives by a party for monetary or other consideration and may include, but is not limited to use in: (1) product manufacture; and (2) to provide a service, information or data; and/or resale of the product or its derivatives, whether or not such product or derivatives are resold for use in research. With respect to such Commercial Use, or any diagnostic, therapeutic or prophylactic uses, please contact Promega Corporation for supply and licensing information. If the purchaser is not willing to accept the conditions of this limited use statement, SABiosciences is willing to accept the return of the unopened product and provide the purchaser with a full refund. However, in the event the product is opened, then the purchaser agrees to be bound by the conditions of this limited use statement. The above license relates to Promega Corporation patents and/or patent applications on improvements to the luciferase and Monster Green® gene.

United States Patent No. 5,292,658 licensed from Millipore Corporation.
Dual-Glo, Dual-Luciferase and Monster Green are trademarks of Promega Corporation.
Opti-MEM is a registered trademark of Life Technologies.

LULL 17 Life Technologies- Lines made with TALEN technology

Limited Use Label License 406: TAL Effector Technology

The purchase of this product conveys to the buyer the limited, non-transferable right to use this product and components of the product only to perform internal research for the sole benefit of the buyer. The buyer may also use standard molecular biology techniques to make additional copies of this product for purposes of internal research for the sole benefit of the buyer but the buyer may not modify the sequence of the TAL Effector in the product. Notwithstanding the foregoing, any buyer that is a for-profit entity may not use this product, its components or materials or cells made using this product or its components to generate any animal without first obtaining additional rights from Life Technologies. The buyer cannot sell or otherwise transfer (a) this product, (b) its components, or (c) materials, cells, or organisms made using this product or its components (including but not limited to Plants in all cases hereunder) to a third party, or otherwise use this product, its components, or materials, cells, or organisms made using this product or its components for any Commercial Purpose or Development Purpose *with the sole exception that* buyer may transfer this product, its components, and/or materials, cells, or organisms made using this product or its components to (i) the buyer's legal affiliates and/or (ii) a scientific collaborator, provided that each such legal affiliate and/or, scientific collaborator agrees in writing (1) not to transfer such product, its components, or materials, cells, or organisms made using such product or its components to any third party, and (2) to use such product, its components, and materials, cells, and organisms made using such product and/or its components solely for research as set forth in this limited use label license and not for Commercial Purposes or Development Purposes. If this product is subject to multiple limited use label licenses, the terms of the most restrictive limited use label license shall control.

"Commercial Purpose" means any activity for consideration, including but not limited to: (a) any use, directly or indirectly, in manufacturing, production, or quality control; (b) any use to provide a service, information, or data; (c) any use for therapeutic, diagnostic or prophylactic purposes; or (d) any sale, resale, leasing, or licensing, whether or not for research purposes.

"Development Purpose" means any: (a) activity in a Phase l or later clinical trial; (b) activity in any agricultural field trial, including any such field trial that would be subject to regulation by the United States Department of Agriculture if the plants were to constitute genetically engineered organisms under 7 C.F.R. § 340 (or any successor regulation); (c) activity directed towards the submission of data to the United States Food and Drug Administration, the United States Department of Agriculture, the United States Environmental Protection Agency, or any equivalent regulatory agency outside of the United States, in support of an application for clearance, approval or deregulation by such agency; (d) cell line development, for the purpose of bioproduction; (e) screening or profiling of more than 10,000 distinct compounds (high-throughput screening); and/or (f) scale-up activities, the primary focus of which is to increase from small-scale to production-scale.

"Plant" means any plant, plant tissues or plant cells, including green algae, but does not include fungi or blue-green algae, generated by use of this product, or any progeny (propagated through any number of generations) or unmodified derivatives of such plants, tissues or cells.

For information on obtaining additional rights to TAL Effector Technology for any use not permitted herein, except use in Plants, please contact outlicensing@lifetech.com.

For information on obtaining additional rights to TAL Effector Technology for any use in Plants not permitted herein, please contact Two Blades Foundation at info@2blades.org or Two Blades Foundation, 1630 Chicago Avenue, Suite 1907, Evanston, IL 60201 USA.

LULL 18 Massachusetts General Hospital

FLASH TALEN (376 plasmids encoding pre-assembled TALE repeat units) from Massachusetts General Hospital (Joung Lab)

Expires 7/10/2014

Original Materials and derivatives not for for-profit or industrially sponsored academic research

Original Material must be used for the research (modify genome of mouse primary and transformed B cells and mouse embryonic stem cells in study of regulation of gene transcription -and- genetic modification of hiPS and adult stem cells to study gene function and cell differentiation.

LULL 19 System Bioscience (SBI) EZ-TAL

EZ-TAL™ Assembly KIT

Use of the EZ-TALTM Assembly kit (*i.e.*, the “Product”) is subject to the following terms and conditions. If the terms and conditions are not acceptable, return all components of the Product to System Biosciences (SBI) within 7 calendar days. Purchase and use of any part of the Product constitutes acceptance of the above terms.

The purchaser of the Product is granted a limited license to use the Product under the following terms and conditions:

The Product shall be used by the purchaser for internal research purposes only. The Product is expressly not designed, intended, or warranted for use in humans or for therapeutic or diagnostic use. The Product may not be resold, modified for resale, or used to manufacture commercial products without prior written consent of SBI.

This Product should be used in accordance with the NIH guidelines developed for recombinant DNA and genetic research.

Purchase of the product does not grant any rights or license for use other than those explicitly listed in this Licensing and Warranty Statement. Use of the Product for any use other than described expressly herein may be covered by patents or subject to rights other than those mentioned. SBI disclaims any and all responsibility for injury or damage which may be caused by the failure of the buyer or any other person to use the Product in accordance with the terms and conditions outlined herein.

LULL 20 Transposagen – lines made with XTN TALENs

CUSTOMER AGREEMENT FOR SITE-SPECIFIC NUCLEASE PRODUCTION

The terms and conditions set forth below shall hereafter collectively be referred to as the "Terms of Use" offered by Transposagen Biopharmaceuticals Inc. ("Transposagen") to Customer. Customer shall accept the Terms of Use by agreeing to the terms in this document together with Customer's valid purchase order. Customer agrees that no term or condition in Customer's purchase order shall modify, supplement or amend the Terms of Use, and, in the event of any conflict between the Terms of Use and Customer's purchase order, the Terms of Use shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use with respect to each of the XTN site-specific nucleases (see definition below) ordered by Customer:

1. Transposagen produces and distributes "XTN site-specific nucleases," which are defined as custom Xanthamonas TAL Nucleases designed to cleave DNA at a specific site.

a. In return for payment of the applicable purchase price, Transposagen will deliver Customer an XTN site-specific nuclease and grants Customer a license to use the XTN site-specific nuclease subject to the Terms of Use and for mutagenesis of nucleic acids sequences. Compositions comprising XTN site-specific nucleases and methods of using the XTN site-specific are covered by pending patent rights either owned by or licensed to Transposagen.

b. XTN site-specific nucleases may be used, but not sold, by Customer solely for the research purposes of Customer including research directed towards the discovery, identification, selection, and mutagenesis of nucleic acids including mutagenesis of cellular genomes for the generation of animal models (the "Animal Models") or other genome-containing reagents (the "Modified Reagents"). The license grant expressly excludes use of the XTN site-specific nuclease for human diagnostic, human therapeutic, or prophylactic uses. Nothing in this license implies that Transposagen provides any warranty or representation that Customer has all necessary patent rights to use any Animal Models or Modified Reagents for Customer's purpose. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any XTN site-specific nucleases. Transposagen reserves the right to commercialize the XTN site-specific nuclease within 6 months after the delivery date.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer. A "Contract Service Provider" means an entity that performs fee-for-service contract research services for the benefit of Customer. A "Collaborator" means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement. If Customer wishes to commercialize an XTN site-specific nuclease or XTN related Cell Lines and Animal Models, Customer will notify Transposagen of its desire for such commercialization in writing at the following address via email: info@transposagenbio.com for more information, following which Transposagen will negotiate a license for commercialization of such XTN site-specific nucleases. Nothing in this Section 1(c) shall detract from the limitations of the license described in Section 1(b).

2. XTN SITE-SPECIFIC NUCLEASES ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TRANSPOSAGEN HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TRANSPOSAGEN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE XTN SITE-SPECIFIC NUCLEASES WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE XTN SITE-SPECIFIC NUCLEASES.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Licensed Products has been exhausted. Transposagen retains the right to sell the custom products 6 months after execution of this Agreement.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the

same to Transposagen's reasonable satisfaction within thirty (30) days after default, Transposagen may terminate this Agreement at its option.

6. Customer represents and warrants that it has full power and authority to execute, deliver, and perform this Agreement and that no other actions that have not already been taken by Customer are necessary to authorize the Customer's execution and delivery of the Agreement.

LULL 21 Cellectis- lines made with TALEN technology

For lines engineered with TALEN™Access and/or TALEN™ First obtained from Cellectis bioresearch Inc. under a purchase order:

Definitions:

"TALEN™ Material" or "Product" shall mean TALEN™ Access and/or TALEN™ First, covered by the patent rights resulting from the family of patents WO 2011/072246.

"TALEN™-Modified Cells" shall mean induced pluripotent stem cells engineered using a Product without using the teaching of the family of patents WO 9011354.

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(1) This is the License Agreement NIH signed as part of the TALEN™ Purchase Agreement (executed April 1, 2013, Exhibit A):

NIH's TALEN™ License Agreement

This Product (TALEN™) and its use are subject to one or more of the following patents rights, owned by the University of Minnesota and the Iowa State University licensed by Cellectis:
US 20120214228
US 20120178169
US 20120178131
US 0110145940

The generation and use of TALEN™-Modified Cells may be covered by third party's rights.

BEFORE OPENING OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT. YOUR USE OF THIS PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

If you do not agree to use this Product pursuant to the terms and conditions set out in this License Agreement, please contact Cellectis Bioresearch Technical Services within ten (10) days of receipt to return the unused and unopened Product for a full refund; provided, however, that custom-made Products may not be returned for a refund.

The purchase of this Product conveys to you, the buyer, the right to use the purchased TALEN™ Material for Licensed Research Use (see definition below) subject to the conditions set out in this License Agreement. If you wish to use this Product for any purpose other than Licensed Research Use, you must obtain an appropriate license (see contact information set out below).

This Product may not be used for any purpose other than Licensed Research Use. Your right to use this Product for Licensed Research Use is subject to the following conditions and restrictions:

1. “Licensed Research Use” means the use of the TALEN™ Material to generate engineered iPS cells ("TALEN™-Modified Cells") to be used for the generation of knowledge regarding functions of gene, tissue and/or cells, and/or mechanisms of actions studies, without the objective to commercialize cells modified using the TALEN™ Material. For any avoidance of doubt, Licensed Research Use excludes:

    1.1. Licensing, selling, distributing, or otherwise transfer or providing TALEN™ Material and its derivatives (including without limitation TALEN™-Modified Cells) to any third party other than Cellectis and its affiliates is prohibited.
    1.2. The use of the TALEN™ Material and of the TALEN™-Modified Cells to generate, produce or manufacture therapeutic, diagnostic, prophylactic or other medicinal products intended for use in humans or animals.
    1.3. The modification or reverse engineering of the TALEN™ Material in any way or creating any derivatives or sequence variants thereof.
    1.4. The use of the TALEN™ Material and the TALEN™-Modified Cells to provide any services to a third party other than CBR's and/or other entities of the CELLECTIS Group.
    1.5. The use of the TALEN™-Modified Cells for screening, identification, selection and profiling of molecules.
    1.6. The use of the TALEN™-Modified Cells for therapeutic, diagnostic and/or prophylactic treatment of humans or animals.

2. You may not transfer the TALEN™ Material, its components or modifications including TALEN™-Modified Cells to any third party without prior written approval from CBR.

However, you may transfer TALEN™-Modified Cells provided the cells do not contain TALEN™ Material to:

(i) Recipients for Licensed Research Use only and after the Recipient signs the Limited Use Label License attached in Exhibit A1; and

(ii) Biorepositories for the purpose of replicating, storing differentiating and transferring the TALEN-Modified Cells to Recipients for Licensed Research Use, and after the Recipient signs the iPS Cell Material MTA attached as Exhibit A2.

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(2) Use this LULL when transferring TALEN™-Modified Cells that do NOT contain TALEN™ Material to Recipients for Licensed Research Use. [Exhibit A1][1,2]

[1]Recipient should sign the LULL in addition to the MTA. Hold the signed LULLs, and be prepared to provide a copy of them to Cellectis upon request.

[2]Use the slightly modified Cellectis iPSC MTA - this document is currently entitled “v2012-08-27Cellectis”.

Recipient's Limited Use Label License

1. Definitions.

1.1 **"Recipient"** means an organization receiving an ORIGINAL MATERIAL from NIH.

1.2 **"Field of Use"** means Research. For any avoidance of doubt, Field of Use excludes without limitation (i) Drug Discovery, (ii) any commercial use of the ORIGINAL MATERIAL and/or its derivatives and/or data generated using the ORIGINAL MATERIAL; (iii) production; and (iv) any uses of any ORIGINAL MATERIAL and modifications thereof for diagnostic, therapeutic (such as regenerative medicine) and/or prophylactic treatment of humans in clinical trials or otherwise.

1.3 **"Drug Discovery"** means screening, identification, selection and profiling of a molecule using the ORIGINAL MATERIAL and PROGENY, PLURIPOTENT MODIFICATIONS, NON PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES (hereinafter the "Derivatives").

1.4 **"Research"** means the generation of knowledge regarding natural mechanisms, as well as functions of genes, tissues and/or cells, mechanisms of action studies and target validation.

1.5 **"ORIGINAL MATERIAL"** means iPS CELLS provided by the PROVIDER to the RECIPIENT, as described in Appendix ONE.

1.6 **"PROGENY"** means unmodified descendant iPS CELLS from the ORIGINAL MATERIAL. PROGENY retain the ability to self-replicate and the ability to differentiate into cell types from the three primary germ layers (endoderm, ectoderm, mesoderm).

1.7 **"PLURIPOTENT MODIFICATIONS"** means iPS CELLS that are created by the RECIPIENT from ORIGINAL MATERIAL or PROGENY. PLURIPOTENT MODIFICATIONS differ from ORIGINAL MATERIAL and PROGENY as a result of a manipulation (genetic or otherwise) to the ORIGINAL MATERIAL or PROGENY performed by the RECIPIENT. Some examples of such genetic manipulations include: integration of a reporter gene, or correction of a genetic defect of the ORIGINAL MATERIAL. For clarity, PLURIPOTENT MODIFICATIONS are capable of self-renewal in culture and of responding to extrinsically acting cues (such as growth factors, changing media conditions, and other similar cues) to differentiate into various cell types from each of the three primary germ layers (endoderm, ectoderm, mesoderm).

1.8 **"NON PLURIPOTENT MODIFICATIONS "** means cells that are created by the RECIPIENT from ORIGINAL MATERIAL, PROGENY or PLURIPOTENT MODIFICATIONS, but only if such cells are NOT capable of responding to extrinsically acting cues (such as growth factors, changing media conditions, and other similar cues) to differentiate into various cell types from each of the three primary germ layers (endoderm, ectoderm, mesoderm). For clarity, NON-PLURIPOTENT MODIFICATIONS may be multipotent, restricted progenitor cells, or may be terminally differentiated cells, but are NOT pluripotent. NON-PLURIPOTENT MODIFICATIONS may or may not have

been manipulated by the RECIPIENT in the manner described in the definition of PLURIPOTENT MODIFICATIONS.

1.9 **"MODIFIED DERIVATIVES "** means substances that are not intact cells and that RECIPIENT either: (a) isolated or derived from ORIGINAL MATERIAL, PROGENY or other UNMODIFIED DERIVATIVES or (b) isolated or derived from NON-PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS or MODIFIED DERIVATIVES that are indistinguishable from substances that could have been isolated or derived from ORIGINAL MATERIAL, PROGENY or other UNMODIFIED DERIVATIVES.

2. Restricted Use of Products. Any and all ORIGINAL MATERIAL are intended **for use in the Field of Use only** and are not to be used for any other purposes including without limitation to, (i) any commercial use of the ORIGINAL MATERIAL and/or Derivatives and/or data generated using the ORIGINAL MATERIAL; (ii) production; and (iii) any uses of any ORIGINAL MATERIAL and Derivatives for diagnostic, therapeutic (such as regenerative medicine) and/or prophylactic treatment of humans in clinical trials or otherwise. In addition, the producing or manufacturing of ORIGINAL MATERIAL or Derivatives is strictly prohibited. For any avoidance of doubt, any activities outside the Field of Use require the Recipient to obtain further license from Cellectis or from other entities of the Cellectis Group. **For further information, please contact business.developement@cellectis.com.** ORIGINAL MATERIAL and Derivatives may not be transferred to any third party**.** If the ORIGINAL MATERIAL is a cell-based products, the Recipient may not immortalize the cells. Recipient shall not to reverse engineering any ORIGINAL MATERIAL and Derivatives. ORIGINAL MATERIAL and Derivatives shall not be used for consumption by or use in connection with or administration or application to humans. No right to resell the product or any portion of them is conveyed hereunder.

3. Indemnity and hold harmless. Unless the Recipient is a U.S. Federal or U.S. State government agency that is forbidden by law from doing so, Recipient shall indemnify and hold harmless at all times Cellectis, its employees, agents and affiliated companies ("Indemnitee(s)") from and against all claims, actions, losses, damages, demands, liabilities, costs and expenses (including, without limitation, all interest, penalties and legal and other professional costs and expenses) which may be brought against or incurred or suffered by Indemnitee(s) and which arise out of or in connection with (i) the negligence or fraud of the Recipient, (ii) use, disposal and/or storage of the ORIGINAL MATERIAL and Derivatives by the Recipient and (iii) use of the ORIGINAL MATERIAL and Derivatives by the Recipient.

4. Property. The Recipient shall use the ORIGINAL MATERIAL and Derivatives at its own risks. All right, title and interest in and to the Cellectis' technology used to manufacture the ORIGINAL MATERIAL is and shall remain the sole property of Cellectis. Cellectis shall retain all right, title and interesting and to the ORIGINAL MATERIAL and Derivatives, including without limitation all right, title and interest in any patent applications and other intellectual property rights relating to the ORIGINAL MATERIAL and Derivatives. Unless otherwise expressly provided in writing by Cellectis, no right or interest on to the ORIGINAL MATERIAL and Derivatives is granted or implied under these Terms and Conditions.

5. Product Instruction for Use. The Recipient acknowledges the biological nature of the ORIGINAL MATERIAL and will manipulate and use the ORIGINAL MATERIAL and Derivatives in strict compliance with the Product Instruction for Use and applicable Laws and Regulations. ORIGINAL MATERIAL shall neither be used for consumption nor administrated to animals or humans.

6. No Warranty. Cellectis shall not provide any warranties of any kind, either express or implied, on the products, including but not limited to warranties of merchantability, fitness for a particular purpose, validity of patent rights claims, issued or pending and the absence of latent or other defects, whether or not discoverable. Nothing in these Terms and Conditions shall be construed as a representation made or warranty given by Cellectis that the purchase and the use of the products provided hereunder shall not infringe the patent rights of any third party. In no event shall Cellectis be liable for incidental or consequential damages of any kind, including economic damage or injury to property and lost profits, regardless of whether Cellectis shall be advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing.

7. Recipient is sole responsible for obtaining all necessary government approval, or other necessary consents or clearance required for the purchase, importation, transportation, storage, handling and use of ORIGINAL MATERIAL and Derivatives. Recipient shall comply with all applicable laws, treaties and regulations.

Accepted and agreed by the RECIPIENT:

By: _____
Name of authorized representative:
Title:

(3) Use this iPS Cell MTA when transferring TALEN™-Modified Cells that do NOT contain TALEN™ Material to Biorepositories for the purpose of replicating, storing differentiating and transferring the TALEN™-Modified Cells to Recipients for Licensed Research Use. Recipients of the iPSC Cells from the Biorepositories should sign. [Exhibit A2]

Exhibit A2
Induced Pluripotent Stem (iPS) Cell Material Transfer Agreement

I. This Material Transfer Agreement ("AGREEMENT"), between PROVIDER and RECIPIENT as defined below (each a "PARTY", jointly the "PARTIES"), regarding a transfer for use is effective as of _____ ("EFFECTIVE DATE"):

1. PROVIDER: Center for Regenerative Medicine, National Institutes of Health, Bethesda, MD (NIH-CRM), a trans-NIH initiative administratively housed within the National Institute of Arthritis and Musculoskeletal and Skin Diseases.

2. RECIPIENT:_____

3. RECIPIENT SCIENTIST: _____

II. Definitions:

1. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL, NON PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL, NON PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES by any organization (i) to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the substance to a for-profit organization, (ii) to perform activities outside of the RESEARCH field. For clarity, industrially sponsored research performed by an academic, government or not-for-profit entity in such entity's own laboratories and within the RESEARCH field shall not be considered use of the substance for COMMERCIAL PURPOSES.

2. INDUCED PLURIPOTENT STEM CELLS ("iPS CELLS"): Human cells (such as skin cells or lymphoblasts) "reprogrammed" to, and stably maintained in, a primordial state over a prolonged period of time and multiple cell divisions without differentiating, and which are capable of developing into cells and tissues of the three primary germ layers (endoderm, ectoderm and mesoderm).

3. MATERIAL(S): ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES.

4. MODIFIED DERIVATIVES: Substances that are not intact cells and that RECIPIENT has isolated or derived from NON-PLURIPOTENT MODIFICATIONS or PLURIPOTENT MODIFICATIONS and that are not UNMODIFIED DERIVATIVES.

5. NON-PLURIPOTENT MODIFICATIONS: Cells that are created by the RECIPIENT from ORIGINAL MATERIAL, PROGENY or PLURIPOTENT MODIFICATIONS, but only if such cells are NOT capable of responding to extrinsically acting cues (such as growth factors, changing media conditions, and other similar cues) to differentiate into various cell types from each of the three primary germ layers (endoderm, ectoderm, mesoderm). For clarity, NON-PLURIPOTENT MODIFICATIONS may be multipotent, restricted progenitor cells, or may be terminally differentiated cells, but are NOT pluripotent. NON-PLURIPOTENT MODIFICATIONS may or may not have been manipulated by the RECIPIENT in the manner described in the definition of PLURIPOTENT MODIFICATIONS.

6. ORIGINAL MATERIAL(S): The iPS CELLS provided by the PROVIDER to the RECIPIENT, as described in Appendix ONE.

7. PLURIPOTENT MODIFICATIONS: iPS CELLS that are created by the RECIPIENT from ORIGINAL MATERIAL or PROGENY. PLURIPOTENT MODIFICATIONS differ from ORIGINAL MATERIAL and PROGENY as a result of a manipulation (genetic or otherwise) to the ORIGINAL MATERIAL or PROGENY performed by the RECIPIENT. Some examples of such genetic manipulations include: integration of a reporter gene, or correction of a genetic defect of the ORIGINAL MATERIAL. For clarity, PLURIPOTENT MODIFICATIONS are capable of self-renewal in culture and of responding to extrinsically acting cues (such as growth factors, changing media conditions, and other similar cues) to differentiate into various cell types from each of the three primary germ layers (endoderm, ectoderm, mesoderm).

8. PROGENY: Unmodified descendant iPS CELLS from the ORIGINAL MATERIAL. PROGENY retain the ability to self-replicate and the ability to differentiate into cell types from the three primary germ layers (endoderm, ectoderm, mesoderm).

9. RESEARCH: the generation of knowledge regarding natural mechanisms, as well as functions of genes, tissues and/or cells, mechanisms of action studies and target validation. For any avoidance of doubt, RESEARCH excludes without limitation (i) any commercial use of the MATERIAL, NON PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES and/or data generated using MATERIAL, NON PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES; (ii) production; and (iii) any uses of any MATERIAL, NON PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES for diagnostic, therapeutic (such as regenerative medicine) and/or prophylactic treatment of humans in clinical trials or otherwise.

10. THIRD PARTY or THIRD PARTIES: Any person or entity that is not a PARTY to this AGREEMENT and is not a RECIPIENT.

11. UNMODIFIED DERIVATIVES: Substances that are not intact cells and that RECIPIENT either: (a) isolated or derived from ORIGINAL MATERIAL,

PROGENY or other UNMODIFIED DERIVATIVES or (b) isolated or derived from NON-PLURIPOTENT MODIFICATIONS, PLURIPOTENT MODIFICATIONS or MODIFIED DERIVATIVES that are indistinguishable from substances that could have been isolated or derived from ORIGINAL MATERIAL, PROGENY or other UNMODIFIED DERIVATIVES.

III. Terms and Conditions of this Agreement:

1. The RECIPIENT agrees that the MATERIAL:

   (a) will not be used in human subjects, or administered to human subjects in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

   (b) will be used only in compliance with applicable laws and regulations, and in compliance with RECIPIENT's applicable policies on human subject research;

   (c) will, in the case of entities receiving funding from agencies of the United States to conduct human stem cell research, be used only in compliance with applicable National Institutes of Health Guidelines on Human Stem Cell Research: http://stemcells.nih.gov/policy;

   (d) will not be used in research in which the MATERIALS are introduced into non-human primate blastocysts;

   (e) will not be used in research involving the breeding of animals where the introduction of the MATERIALS may contribute to the germ line; and

   (f) is subject to the additional terms and conditions in Appendix TWO attached hereto.

2. The RECIPIENT acknowledges that the MATERIAL may be the subject of a patent application or covered by patent rights in one or more countries. Except as provided in this Agreement, no express or implied licenses to such patent rights are provided.

3. Unless restricted by Appendix TWO, the RECIPIENT may transfer MATERIAL and UNMODIFIED DERIVATIVES to other non-profit or governmental parties for their internal non-commercial research purposes provided that:

   (a) The RECIPIENT notifies such parties of PROVIDER's rights to the MATERIAL;

   (b) The RECIPIENT transfers MATERIAL to such parties under the same terms as those of this Agreement;

(c) The RECIPIENT includes terms in its transfer agreements with such parties that prohibit them from further transferring the MATERIAL to any additional parties without permission of the PROVIDER; and

(d) The RECIPIENT includes the following term in its transfer agreements with such parties: “The original provider of the MATERIAL, the U.S. National Institutes of Health Center for Regenerative Medicine (NIH-CRM), cannot provide any assurances regarding the characteristics or properties of a MATERIAL that is not obtained directly from NIH-CRM.”

4. RECIPIENT shall have the right to nonexclusively distribute PLURIPOTENT MODIFICATIONS within RESEARCH field, subject to Appendix TWO restrictions. It is recognized by the RECIPIENT that COMMERCIAL PURPOSES requires a license from PROVIDER and Cellectis bioresearch, who has no obligation to grant a license to any ownership interest in MATERIAL incorporated in the PLURIPOTENT MODIFICATION.

5. Except for any PROVIDER, Cellectis bioresearch or THIRD PARTY rights that may exist by virtue of Appendix TWO, the RECIPIENT will own and may freely distribute: (a) NON-PLURIPOTENT MODIFICATIONS, (b) MODIFIED DERIVATIVES, and (c) those substances created through the use of the MATERIAL, MODIFIED DERIVATIVES, NON-PLURIPOTENT MODIFICATIONS or PLURIPOTENT MODIFICATIONS, but which are not PROGENY or UNMODIFIED DERIVATIVES. RECIPIENT may transfer the substances described in (a) through (c) of this article, and sufficient rights to use them, to other academic and governmental research institutions for their internal RESEARCH purposes at nominal cost, which is solely intended to reimburse the RECIPIENT for the reasonable expenses RECIPIENT incurred in producing, storing and shipping such substances, and will implement arrangements to effect such transfers.

6. PROVIDER will not provide RECIPIENT with personally identifiable information or the key code to personally identifiable information that is coded related to the MATERIAL. RECIPIENT and RECIPIENT SCIENTIST agree not to attempt to identify or contact the human donor from whom the ORIGINAL MATERIAL was or may have been derived.

7. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties and its use may require acquisition of rights from THIRD PARTIES. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF THE MATERIAL, ITS SOURCE, MERCHANTABILITY, TRANSFER OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

8. Except to the extent prohibited by law and except for U.S. Government and State agencies (which may not agree to an indemnification obligation), the RECIPIENT

hereby agrees to hold harmless and indemnify the PROVIDER against any claim arising from the RECIPIENT's receipt, storage, disposition and/or use of the MATERIAL, including patent infringement.

9. This Agreement shall not be interpreted to prevent or delay publication or oral presentation of research findings resulting from the use of the MATERIAL. The RECIPIENT SCIENTIST agrees that appropriate acknowledgement of the source of the MATERIAL will be provided in all publications or oral presentations of such research findings.

10. Recipient acknowledges that ORIGINAL MATERIAL and its derivatives are created through the use of TALEN technology covered by the patents family WO 2011/072246 exclusively controlled by Cellectis.

SIGNATURE BEGIN ON NEXT PAGE

The Authorizing Official signing this Agreement on behalf of the RECIPIENT certifies and affirms that he or she has the authority to do so.

FOR RECIPIENT:

Authorized Official:

_____ _____

[Name] Date
[Title]

Address:

Read and understood by the RECIPIENT SCIENTIST:

_____ _____

[Name] Date
[Title]

FOR PROVIDER:

Authorized Official

_____ _____

John O'Shea, MD Date
Scientific Director, NIAMS

Address:
Office of Technology Transfer and Development (OTTAD), NHLBI, NIH
One Rockledge Center, Suite 6070 MSC 7992 | 6705 Rockledge Drive
Bethesda, MD 20892-7992

Technology Development Coordinator:

_____ _____

[Name] Date

Read and understood by the principal investigator:

_____ _____

Mahendra S. Rao, MD, PhD Date
Director, NIH CRM

Appendix ONE

Detailed Description of ORIGINAL MATERIAL provided to RECIPIENT [Article II.6]

List of iPSC lines transferred under this Agreement:

(Attach info sheet for each iPS cell line including **source** and IRB-approved Protocol #, if applicable.)

Appendix TWO
Summary of Use and Redistribution Restrictions and Additional Terms and Conditions for RECIPIENT's Use of MATERIALS
[Articles III.1(f), III.3, III.4, III.5]

		Class of Material			
		ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES[2]	PLURIPOTENT MODIFICATIONS[2]	NON-PLURIPOTENT MODIFICATIONS.[2]	MODIFIED DERIVATIVES[2]
Use and Re-distribution Restrictions	Use by RECIPIENT is subject to the "other additional terms" below.	☒	☒	☒	☒
	RECIPIENT may not use or re-distribute to THIRD PARTIES for COMMERCIAL PURPOSES.	☒	☒	☒	☒
	Re-distribution by RECIPIENT requires notice to the THIRD PARTY of applicable restrictions.[1]	☒	☒	☒	☒
	Before re-distributing to a THIRD PARTY for COMMERCIAL PURPOSES, THIRD PARTY must obtain permission from NIH, which may require THIRD PARTY to execute a license with NIH.	☒	☒	☒	☒

[1]Note: except as expressly modified by the provisions of this Appendix TWO, use or distribution by RECIPIENT is subject to the restrictions set forth in Article III.1 (a)-(f) and distribution to THIRD PARTIES shall be accompanied by notice of the restrictions on use set forth in Article III.1(a)-(f).
[2] Original Material, Progeny, Unmodifed Material, Pluripotent Modifications, Non Pluripotent Modifications and Modified Derivatives shall not be used, distributed or otherwise exploited by the Recipient for Commercial Purposes without having rights obtained from Cellectis bioresearch.

Other additional terms and conditions:

☐ If this box is checked, MATERIAL is derived from human samples collected under a protocol approved and overseen by an NIH intramural IRB (or else was subject to an exemption by the NIH Office of Human Subjects Research) and NIH-CRM will not provide RECIPIENT with personally identifiable information or the code to personally identifiable information.

Additional Terms and Conditions for RECIPIENT's Use of MATERIALS

Limited Use Label License

BEFORE OPENING OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT. YOUR USE OF THIS

PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions.

1.1 **"Recipient"** means a person or organization receiving an ORIGINAL MATERIAL from NIH or Biorespository [TO BE IDENTIFIED].

1.2 **"Field of Use"** means Research. For any avoidance of doubt, Field of Use excludes without limitation (i) Drug Discovery, (ii) any commercial use of the ORIGINAL MATERIAL and/or its derivatives and/or data generated using the ORIGINAL MATERIAL; (iii) production; and (iv) any uses of any ORIGINAL MATERIAL and modifications thereof for diagnostic, therapeutic (such as regenerative medicine) and/or prophylactic treatment of humans in clinical trials or otherwise.

1.3 **"Drug Discovery"** means screening, identification, selection and profiling of a molecule using the ORIGINAL MATERIAL as defined in the iPS Cell MTA and PROGENY, UNMODIFIED MATERIAL, PLURIPOTENT MODIFICATOINS, NON PLURIPOTENT MODIFICATIONS and MODIFIED DERIVATIVES, as defined in the iPS Cell MTA (hereinafter the "Derivatives").

1.4 **"Research"** means the generation of knowledge regarding natural mechanisms, as well as functions of genes, tissues and/or cells, mechanisms of action studies and target validation.

2. Restricted Use of Products. Any and all ORIGINAL MATERIAL are intended **for use in the Field of Use only** and are not to be used for any other purposes including without limitation to, (i) any commercial use of the ORIGINAL MATERIAL and/or Derivatives and/or data generated using the ORIGINAL MATERIAL; (ii) production; and (iii) any uses of any ORIGINAL MATERIAL and Derivatives for diagnostic, therapeutic (such as regenerative medicine) and/or prophylactic treatment of humans in clinical trials or otherwise. In addition, the producing or manufacturing of ORIGINAL MATERIAL or Derivatives is strictly prohibited. For any avoidance of doubt, any activities outside the Field of Use require the Recipient to obtain further license from Cellectis or from other entities of the Cellectis Group. **For further information, please contact business.developement@cellectis.com.** ORIGINAL MATERIAL and Derivatives may not be transferred to any third party**.** If the ORIGINAL MATERIAL is a cell-based products, the Recipient may not immortalize the cells. Recipient shall not to reverse engineering any ORIGINAL MATERIAL and Derivatives. ORIGINAL MATERIAL and Derivatives shall not be used for consumption by or use in connection with or administration or application to humans. No right to resell the product or any portion of them is conveyed hereunder.

3. Indemnity and hold harmless. Unless the Recipient is a U.S. Federal or U.S. State government agency that is forbidden by law from doing so, Recipient shall indemnify and hold harmless at all times Cellectis, its employees, agents and affiliated companies ("Indemnitee(s)") from and against all claims, actions, losses, damages, demands, liabilities, costs and expenses (including, without limitation, all interest, penalties and legal and other professional costs and expenses) which may be brought against or

incurred or suffered by Indemnitee(s) and which arise out of or in connection with (i) the negligence or fraud of the Recipient, (ii) use, disposal and/or storage of the ORIGINAL MATERIAL and Derivatives by the Recipient and (iii) use of the ORIGINAL MATERIAL and Derivatives by the Recipient.

4.Property. The Recipient shall use the ORIGINAL MATERIAL and Derivatives at its own risks. All right, title and interest in and to the Cellectis' technology used to manufacture the ORIGINAL MATERIAL is and shall remain the sole property of Cellectis. Cellectis shall retain all right, title and interest to the ORIGINAL MATERIAL and Derivatives, including without limitation all right, title and interest in any patent applications and other intellectual property rights relating to the ORIGINAL MATERIAL and Derivatives. Unless otherwise expressly provided in writing by Cellectis, no right or interest on to the ORIGINAL MATERIAL and Derivatives is granted or implied under these Terms and Conditions.

5.Products user manual. The Recipient acknowledges the biological nature of the ORIGINAL MATERIAL and will manipulate and use the ORIGINAL MATERIAL and Derivatives in strict compliance with the user manual and applicable Laws and Regulations. ORIGINAL MATERIAL shall neither be used for consumption nor administrated to animals or humans.

6. No Warranty. Cellectis shall not provide any warranties of any kind, either express or implied, on the products, including but not limited to warranties of merchantability, fitness for a particular purpose, validity of patent rights claims, issued or pending and the absence of latent or other defects, whether or not discoverable. Nothing in these Terms and Conditions shall be construed as a representation made or warranty given by Cellectis that the purchase and the use of the products provided hereunder shall not infringe the patent rights of any third party. In no event shall Cellectis be liable for incidental or consequential damages of any kind, including economic damage or injury to property and lost profits, regardless of whether Cellectis shall be advised, shall have other reason to know, or in fact shall know of the possibility of the foregoing.

7. Recipient is sole responsible for obtaining all necessary government approval, or other necessary consents or clearance required for the purchase, importation, transportation, storage, handling and use of ORIGINAL MATERIAL and Derivatives. Recipient shall comply with all applicable laws, treaties and regulations.

LULL 22 Addgene – Lines made with open source TALENs from Univ of Minn. (pending clarification)

Addgene transfers materials on behalf of depositing institutions and only to academic and non-profit laboratories for research use. The Uniform Biologics Material Transfer Agreement (UBMTA) from Addgene dictates the terms of the transfer.

LULL 23 Sigma (pending final written draft)

The NIH CRM and Sigma have come to an agreement which is being finalized but embodies the following points:

Sigma will now allow ZFN modified cells and derivatives to be used in the non-commercial screening or testing of an unlimited number of compounds.

Sigma will allow an MTA deposit and distribution of cell lines from non-profit repositories with prior written approval from Sigma, as long as the depositor does not profit from the repository's replication, storage, or further transfer of the deposited cell lines or physical materials derived from them.

Repository recipients of ZFN modified cells are not limited by Sigma from pursuing patents of discoveries made using these cell lines, but the ZFN modified cells cannot be claimed in the patent.

Recipients cannot file patents claiming the ZFN modified cells or ZFNs, or their uses.

LULL 24 Horizon Discovery

Lines made with AAV technology under agreement effective 6/7/12 (expiring 6/7/15) with Horizon Discovery

Ownership rights to Modified Materials will be determined by applicable inventorship rules and statutes. Horizon understands the public health mission of the NIH-CRM/NIAMS/NHLBI, and acknowledges that in many instances NIH-CRM/NIAMS/NHLBI will elect not to seek patent protection on certain classes of inventions which can be further characterized as a "research tool". Ownership/inventorship to Modified Materials will be determined in good faith by the Parties hereto depending upon (their relative intellectual contribution to the creation of said Modified Materials and (b) any applicable laws relating to property rights or inventorship. For purpose of clarity, the described Research annotates the activities of NIH-CRM/NIAMS/NHLBI in the creation and further testing of Modified Materials. Modified Materials (irrespective as to whether said Modified Materials are also Arising Intellectual Property) generated solely by the NIH-CRM/NIAMS/NHLBI may be made available for licensing through NIH-CRM/NIAMS/NHLBI for commercial use to commercial entities via Biological Material License ("BMLs"), the term used by NIH to describe royalty-bearing material licenses)/licenses to inventions and patents ("Patent License Agreement"), the term used by NIH to describe royalty-bearing patent licenses) and for research use to academic groups via material transfer agreements ("MTAs"), respectively.

NIH-CRM/NIAMS/NHLBI agrees to make inventions and patents directed to Modified Materials available for licensing in accordance with the procedures enumerated in 37 C.F.R. Part 404.

NIH-CRM/NIAMS/NHLBI will work with NIH OTT to provide notification to Horizon on a semi-annual basis the public details of any BMLs or Patent License Agreements executed with commercial parties directed to Modified Materials.

NIH-CRM/NIAMS/NHLBI will include within each Patent License Agreement or BML granted pertaining to the Modified Materials (or in the case of NIH-CRM/NIAMS/NHLBI will include within each MTA or Deposit Agreement with a not-for-profit stem cell repository) the following notification or one that is substantially similar that suits the agreement in which it is incorporated:

1. The ORIGINAL MATERIALS were developed at the U.S. National Institutes of Health (NIH) using a homologous recombination recombination-mediated human gene-editing platform exploiting rAAV targeting vectors that is the intellectual property of Horizon Discovery Limited, Building 7300 IQ Cambridge, Waterbeach, Cambridge, CB25 9TL UK (Horizon Discovery). Under the terms of the agreement between NIH and Horizon Discovery, NIH will notify Horizon Discovery in writing of the existence of this Agreement, including the name of the [[licensee / recipient / repository]] and the identity of the ORIGINAL MATERIALS.

In the event that NIH-CRM/NIAMS/NHLBI deposits Modified Materials with a not-for-profit stem cell repository, it shall include the following term, or a term that is substantially similar in the agreement it executed the stem cell repository:

1. REPOSITORY shall, on a semi-annual basis, notify, NIH-CRM/NIAMS/NHLBI and Horizon Discovery Limited, Building 7300 IQ Cambridge, Waterbeach, Cambridge, CB25 9TL UK (Horizon Discovery) of the commercial parties to whom ORIGINAL MATERIALS was sent.

LULL 25 SBI – Lines incorporating piggyBac vectors

This is not the final version-for example, need to change Purchase to Receipt. (source – attachment from Jake Lesnik dated 2/12/13 8:57PM)

Attach the following LULL to the MTA:

Not-for-Profit End User Customer Agreement for piggyBac Vectors

The terms and conditions set forth below are in addition to the terms and conditions of sale published in the catalogue of System Biosciences, LLC, ("System Bio"). The terms and conditions set forth below and the terms and conditions of sale published in System Bio's catalogue shall hereafter collectively be referred to as the "Terms of Sale." Customer shall accept the Terms of Sale by submitting Customer's valid purchase order. Customer's purchase order shall not be binding on System Bio until the Terms of Sale has been accepted by System Bio. Customer agrees that no term or condition in Customer's purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer's purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows.

1. System Bio distributes *piggyBac* vectors under a license granted by Transposagen Biopharmaceuticals, Inc. ("Transposagen"). Transposagen maintains ownership of the *piggyBac* vectors. Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer.

a. System Bio grants Customer a limited license to use the vectors being purchased subject to the Terms of Sale.

b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as "Materials." Materials may be used by Customer, its Affiliates and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Methods using the Materials with heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer's expense.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer that includes at least the following conditions. A "Contract Service Provider" means an entity that performs fee-for-service contract research services for the benefit of Customer. A "Collaborator" means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement.

d. Each agreement with a Contract Service Provider shall (i) permit the use of Licensed Products by such Contract Service Provider solely for the internal research and discovery purposes of such Licensed Customer; (ii) acknowledge that the use of Materials with heterologous genes is covered by patent rights in US Patent No. 6,218,185; (iii) assign all right, title, and interest in and to any data, information, discoveries, or intellectual property rights resulting from or developed by the use of Materials by such Contract Service Provider to the Licensed Customer; (iv) prohibit the sale or transfer of such Materials by such Contract Service Provider to any third party; (v) obligate such Contract Service Provider to return to the Licensed Customer or destroy such Materials upon the completion of its services for such Licensed

Customer; and (vi) prohibits the use of the Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus.

e. Each agreement with a Collaborator shall: (i) permit the use of Materials by such Collaborator solely for the research and discovery purposes of Licensed Customer; (ii) acknowledges that the use of Materials with heterologous genes is covered by patent rights in US Patent No. 6,218,185; (iii) assigns all right, title, and interest right in and to any data, information, discoveries, and intellectual property to such Licensed Customer, or, alternatively, grants such Licensed Customer an exclusive option to obtain an exclusive license to intellectual property rights resulting from or developed by the Collaborator through the use of Materials; (iv) prohibits the sale or transfer of such Materials by such Collaborator to any third party; (v) obligates such Collaborator to return to the Licensed Customer or destroy such Materials upon the completion of its collaborative research with such technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus; and (vii) prohibits the derivatization, cloning, or modification of Materials.

f. Customer acknowledges and agrees that Transposagen may be informed of Materials supplied to Customer.

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. SYSTEM BIO HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SYSTEM BIO MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. SYSTEM BIO AND TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Licensed Products have been exhausted.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to System Bio's reasonable satisfaction within thirty (30) days after default, System Bio may terminate this Agreement at its option.

6. TRANSPOSAGEN is not a party to this Agreement and has no liability to Customer, its Affiliates, Collaborators or Contract Service Providers, but TRANSPOSAGEN is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of TRANSPOSAGEN and are enforceable by TRANSPOSAGEN in its own name.

LULL 26 Transposagen – Lines incorporating piggyBac vectors

CUSTOMER AGREEMENT FOR ACADEMIC CUSTOMERS

piggyBac Vectors

The terms and conditions set forth below shall hereafter collectively be referred to as the "Terms of Sale." Customer shall accept the Terms of Sale by submitting an executed copy of this document together with Customer's valid purchase order. Customer's purchase order shall not be binding on Transposagen until the Terms of Sale has been accepted by Transposagen. Customer agrees that no term or condition in Customer's purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer's purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer:

1. Transposagen Biopharmaceuticals, Inc. ("Transposagen") distributes *piggyBac* vectors. Transposagen maintains ownership of the *piggyBac* vectors.

a. Transposagen grants Customer a limited license to use the *piggyBac* vectors being purchased subject to the Terms of Sale.

b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as "Materials." Materials may be used by Customer, its Affiliates, Collaborators and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including research directed towards the discovery, identification, selection, characterization of human therapeutic products. Materials and methods of using the Materials comprising transposons and/or heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer's expense. For purposes of this section "Affiliates" means, as to a Customer, any corporation, company, partnership, joint venture or other entity that controls, is controlled by or is under common control with such Customer. For purposes hereof, "control" means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entity. Transposagen reserves the right to commercialize the piggyBac vectors within 6 months after the delivery date.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer. A "Contract Service Provider" means an entity that performs fee-for-service contract research services for the benefit of Customer. A "Collaborator" means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement. If Customer wishes to commercialize piggyBac vectors, Customer will notify Transposagen of its desire for such commercialization in writing at the following address via email: info@transposagenbio.com for more information, following which Transposagen will negotiate a license for commercialization of such piggyBac vectors. Nothing in this Section 1(c) shall detract from the limitations of the license described in Section 1(b).

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TRANSPOSAGEN HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TRANSPOSAGEN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Materials has been exhausted. Transposagen retains the right to sell the custom products 6 months after execution of this Agreement.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to Transposagen's reasonable satisfaction within thirty (30) days after default, Transposagen may terminate this Agreement at its option.

IN WITNESS WHEREOF, Customer has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.

By: _____
Print Name & Title: _____
Print Customer Name: _____
Date: _____

Accepted by Transposagen

By: _____
Name: _____
Title: _____
Date: _____