

LICENSE AGREEMENT FOR CELLARTIS® HUMAN ES CELL LINES

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY:

This License Agreement (“Agreement”) is a legal agreement between you, a For-Profit Organization and the purchaser of Products as defined below (“Licensee”), and Takara Bio Europe AB (“TBEAB”) effective as of Licensee’s acceptance and signature below (“Effective Date”). TBEAB and Licensee shall hereinafter be referred to individually as a “Party” and together as “Parties.”

TBEAB and Takara Bio USA, Inc. (“TBUSA”) are Affiliates as defined below and are either directly or indirectly wholly owned by their parent company, Takara Bio Inc. TBEAB has appointed TBUSA to administer this Agreement on its behalf in North America as its Affiliate. The purchase of Product(s) is subject to your acceptance of the terms and conditions set forth in this Agreement. Your order for Product(s) will be delivered to you only when you sign and return this Agreement to TBUSA via email at licensing@takarabio.com, via facsimile to 650-564-9849, or via mail to the following address:

Takara Bio USA, Inc.
1290 Terra Bella Avenue
Mountain View, CA 94043
Attn: Corporate Development

If you do not sign and return this Agreement to TBUSA, the Product(s) will not be delivered to you, your order will be canceled and you will not be charged for your order.

1. DEFINITIONS

1.1 “**AFFILIATE**” means any legal entity which owns or controls, is owned or controlled by, or is under common ownership or control by a Party. Ownership for purposes of this definition means possession of at least fifty per cent (50%) equity, share capital or voting interest. “Control” for purposes of this definition means the ability to direct or cause the direction of the management and policies of such legal entity.

1.2 “**DERIVATIVES**” means a modified or unmodified descendant from the Product including purified or fractionated subset of the Product or differentiated cells from the Product.

1.3 “**FIELD OF USE**” means internal research, including but not limited to discovery research as well as any research useful for the characterization of a diagnostic or a therapeutic product, but excluding any research involving administration of Material (as defined below) in human subjects for therapeutic, diagnostic or prophylactic purposes, and/or animal subjects for animal therapeutic, diagnostic or prophylactic purposes, including but not limited to, clinical applications, cell therapy, transplantation, and/or regenerative medicines. For the avoidance of doubt, Material may not be resold, or used for any other commercial purposes, including but not limited to, use for manufacture of related products, including culture medium and equipment for sale, or use of Material and Derivatives for contract research service; and Material may not be used in any manner that is restricted by the Limited Use Label License(s) specified in Appendix B.

1.4 “**MATERIAL**” means the Product and Derivatives thereof.

1.5 “**PRODUCT**” means the product(s) selected in Appendix A that Licensee has purchased from TBUSA.

2. LICENSE GRANT AND THIRD PARTY RIGHTS

2.1 License Grant. Upon Licensee’s signature to this Agreement, TBEAB grants Licensee, subject to the payment of the license fee specified in Section 4.1, a nonexclusive, non-transferable, non-sublicensable, personal, limited license to use (but not to sell, offer for sale, or export) Material within the Field of Use in accordance with the terms and conditions of this Agreement. No other right or license is granted, either expressly or by implication, including any patents or other intellectual property of TBEAB. Licensee acquires no ownership to the Material and has no right of disposition besides what is provided under this Agreement.

2.2 Third Party Rights. Licensee acknowledges that pursuant to the Product’s Limited Use Label License(s) accompanying the Product, as specified in Appendix B, and as provided at www.takarabio.com, Licensee’s use of the Material in the Field of Use requires other licenses and proprietary rights in addition to the rights granted by TBEAB under this Agreement. Licensee hereby represents and warrants that it has obtained the necessary third-party licenses and proprietary rights specified in and required by the Product’s Limited Use Label License(s). Licensee further acknowledges that there may be other proprietary rights owned by third parties that are not specified in the Product’s Limited Use Label License(s) and that are necessary for Licensee to use Material in the Field of Use. Licensee is fully responsible for securing any and all licenses and third-party rights necessary to use the Material in the Field of Use. TBEAB nor any of TBEAB’s Affiliates have any responsibility or liability with respect to any such licenses or third party proprietary rights.

3. SCOPE OF USE

3.1 Licensee agrees to use Material in the Field of Use in accordance with the terms and conditions set forth in this Agreement.

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3.2 Licensee agrees to use Material only for *in vitro* research or for research in laboratory animals. Licensee shall not use the Material *in vivo* in human subjects, in clinical trials, or for diagnostic purposes involving human subjects.

3.4 Licensee shall not and shall ensure that the Material is not sold, supplied, transferred or otherwise allowed to come into the possession or control of any third party without TBEAB's prior written consent.

3.3 Licensee agrees to use the Material in compliance with all applicable laws, regulations and guidelines. Licensee warrants that it has all requisite consents and approvals, including necessary ethical approvals and licenses under any third party intellectual property rights, to use the Material.

4. FEES AND PAYMENT

4.1 **License Fee.** In consideration of the license granted to Licensee under Section 2.1, Licensee shall pay to TBUSA on behalf of TBEAB a one-time non-refundable, non-creditable fee of \$6,000.00 USD for the use of each Product selected in Appendix A. For clarification, if Licensee selects more than one Product in Appendix A, Licensee shall pay TBEAB a one-time non-refundable, non-creditable fee of \$6000.00 USD for each selected Product.

4.2 **Payment.** TBUSA shall invoice Licensee for the above license fee upon acceptance of this Agreement. Licensee shall pay the amount stated on the invoice within thirty-days from the date of the invoice. Any amount not paid when due will bear interest of one and a half percent (1.5%) per month or such lesser amount that is the maximum amount permitted by law from the due date until paid.

5. WARRANTY DISCLAIMER AND LIABILITY

5.1 THE PRODUCT, MATERIAL AND ANY INFORMATION OR ASSISTANCE PROVIDED BY TBEAB OR ITS AFFILIATES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF MERCHANTABILITY, SAFETY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY THAT LICENSEE'S USE OF MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, AND ARE PROVIDED IN RELIANCE ON THE EXPLICIT UNDERSTANDING THAT TBEAB NOR ANY OF ITS AFFILIATES ASSUME ANY LIABILITY FOR THE USE OF MATERIAL BY LICENSEE.

5.2 Licensee assumes all liability and shall indemnify, defend and hold harmless TBEAB and its Affiliates from any liability, damages, losses, actions, demands, judgments, settlements, and other costs (including reasonable attorneys' fees) incurred from any lawsuit, proceeding or claim (including claims of infringement) brought by a third party in connection with Licensee's use, handling, storage or disposal of the Material. In no event shall TBEAB or its Affiliates be liable for any claim (including claims of infringement) or demand made against Licensee by a third party arising from

the use, storage, handling or disposal of the Material by Licensee.

5.3 Neither TBEAB nor its Affiliates shall be liable for any indirect, special, consequential or other damages whatsoever, or for any loss of business or goodwill, or any loss of revenue or loss of profits regardless of whether advised of the possibility of such damage or loss.

6. CONFIDENTIALITY

6.1 Licensee shall maintain all information provided by or on behalf of TBEAB or its Affiliates under this Agreement whether or not marked as "confidential" ("Confidential Information") in strict confidence, and shall not to use any Confidential Information for any other purpose other than for the purpose allowed under this Agreement. The obligations of confidentiality set forth herein shall not apply when Confidential Information: (i) is already in the public domain or subsequently enters the public domain through the issue of patents or otherwise in a manner not involving a breach of the confidentiality obligations set forth herein; (ii) was already in the possession of Licensee without breach of the confidentiality obligations set forth herein; (iii) was disclosed to Licensee by a third party without obligations of confidentiality; or (iv) has to be disclosed in compliance with applicable laws or legal authority. The above obligations of confidentiality shall remain in effect for five (5) years from the Effective Date.

7. TERMINATION

7.1 This Agreement will terminate immediately, without prior notice from TBEAB, in the event that Licensee fails to comply with any provision of this Agreement. Upon termination of this Agreement, Licensee must immediately cease all use of and destroy all Material. Upon TBEAB's request, Licensee shall provide a certification of destruction.

8. MISCELLANEOUS

8.1 Except as specified otherwise in this Agreement, all notices, claims, demands, waivers and other official communications hereunder shall be in writing to:

Takara Bio Europe AB
Center Arvid Wallgrens Backe 20 SE-413 46
Göteborg Sweden
Attention: Kristina Runeberg

8.2 Licensee shall not assign or transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without TBEAB's prior written consent. For purposes of the preceding sentence and without limiting its generality, any merger, consolidation or reorganization involving Licensee will be deemed to be a transfer of rights, obligations or performance under this Agreement for which TBEAB's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. TBEAB may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the

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benefit of the Parties hereto and their respective permitted successors and assigns.

8.3 This Agreement together with all appendices, exhibits, and attachments constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements or communications between them with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by authorized representatives of the Parties.

8.4 This Agreement shall be governed by the laws of United Kingdom. Any dispute arising between the Parties in connection with construing and performance or non-performance of this Agreement shall be referred to the competent courts of the United Kingdom even in case of impleader or joinder of defendants.

Licensee has read the terms and conditions set forth above and hereby agrees and accepts thereof by having caused this Agreement to be executed by the signature of its authorized representatives below.

LICENSEE

By: _____

Name: _____

Title: _____

Date: _____

For-Profit Organization:

Name: _____

Address: _____

(City and State)

(Country and Zip Code)

Phone Number: _____

Fax Number: _____

Email: _____

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APPENDIX A Product(s)

The terms of the Agreement apply to purchase of the following selected Product(s):

Products Purchased (Please select)	Product Catalog No.	Product Description
	Y00025	Cellartis Human ES Cell Line 121 (SA121) Kit
	Y00065	Cellartis Human ES Cell Line 167 (SA167) Kit
	Y00105	Cellartis Human ES Cell Line 181 (SA181) Kit
	Y00145	Cellartis Human ES Cell Line 461 (SA461) Kit

APPENDIX B

Limited Use Label License(s)

This product is manufactured and sold by Takara Bio Europe AB based on a commercial license to certain intellectual property rights held by Wisconsin Alumni Research Foundation (“WARF”). This product and its use are covered by one or more claims of patents owned by WARF, including U.S. Patent Nos. 7,514,260, 7,439,064, 7,005,252, 7,217,569 and their foreign counterparts. The purchase of this product conveys to the buyer the non-transferable right to use the product for its intended use, strictly limited to purchaser’s own internal research. No other express or implied license is granted to the purchaser. Purchaser cannot have any right to use this product or its components in humans for any purposes including but not limited to diagnostics and/or therapeutics, or otherwise clinical trials. Purchase does not include any right to resell or transfer this product to a third party regardless of whether or not compensation is received. Purchasers wishing to use this product for purposes other than internal research use should contact us.

This product is manufactured and sold by Takara Bio Europe AB based on a commercial license to certain intellectual property rights held by GE Healthcare UK Limited. The use of this product is strictly limited to purchaser’s own internal research. Purchaser cannot have any right to use this product or its components in humans for any purposes including but not limited to diagnostics and/or therapeutics, or otherwise clinical trials. Purchase does not include any right to resell or transfer this product to a third party regardless of whether or not compensation is received. Purchasers wishing to use this product for purposes other than internal research use should contact us. No express or implied license is granted to the purchaser.