

# Label License Agreement- CR Technology



**Limited Use Label License for Use of Conditional Reprogramming (“CR”) Technology Covered Under US Patent Nos. 9,279,106, 9,952,315, and 9,657,272; Japanese Patent No 6,076,258 and Subsequent Patent Applications Pending in the US and Other Jurisdictions (collectively, “Patents”).**

## Notice to Purchaser:

**IMPORTANT INSTRUCTIONS – READ CAREFULLY:** This Limited Use Label License (“Agreement”) is the legal agreement between you (hereinafter “Purchaser”) and American Type Culture Collection (“ATCC”), for the use of products that are covered by the valid claims of the Patents (“Product(s)”), which Products are provided to you by ATCC under a license from Propagenix Inc. (“Propagenix”). Purchaser must have an approved, current ATCC account to place an order. This Agreement governs the purchase and use of the Products, in addition to the standard Material Transfer Agreement Purchaser has entered into with ATCC (the “MTA”) under the terms and conditions set forth below. Wherever the terms of the Agreement and the MTA conflict, this Agreement shall control.

The purchase of Products conveys to the Purchaser the non-transferable right to use the purchased amount of Products, including progeny and derivatives of the Products, in conduct of their research. The Purchaser cannot:

- (a) sell or otherwise transfer:
  - (i) the Products, (ii) their progeny, components or derivatives, or (iii) materials made using the Products or their components or derivatives to any third party
- or
- (b) use the Products for Commercial Purposes.

The Purchaser may transfer information or materials made through the use of the Products to a scientific collaborator, provided that such transfer is not for any Commercial Purpose, and that such collaborator agrees (a) not to transfer such materials to any third party, and (b) to use such transferred materials and/or information solely for research under the terms of this Agreement and not for Commercial Purposes. In addition, the Purchaser may transfer information or materials made through the use of Products to an organization designated by the National Cancer Institute to act as a distributor for the Human Cancer Model Initiative (“HCMI”) program.

“Commercial Purposes” means any activity by a party for financial consideration and may include, but is not limited to: (a) use of Products, or their progeny, components or derivatives, or use of a method claimed in the Patents, in manufacturing; (b) use of Products, or their progeny, components or derivatives, or use of a method claimed in the Patents to provide a fee-for-service activity; (c) use of Products, or their progeny, components or derivatives, or use of a method claimed in the Patents in the development of therapeutic products from the point after candidate selection through commercialization, (d) use of a method claimed in the Patents for work in support of a clinical trial; (e) use of Products, or their progeny, components or derivatives, or use of a method claimed in the Patents for toxicology testing, quality control testing, or product release testing; or (f) resale of Products, or their progeny, components or derivatives, whether or not such items are resold for use in research.

For Products that are subject to multiple limited use label licenses, the most restrictive limited use label license terms apply. This Agreement shall not preclude the Purchaser from the manufacture, use or sale of a therapeutic, clinical diagnostic, vaccine or prophylactic product developed in research by the Purchaser in which Products or their components were employed, provided that (a) neither the Products nor any of their components, or use of a method claimed in the Patents were used for any Commercial Purpose as defined in this Agreement, and (b) the Products or their components are not included in such therapeutic, clinical diagnostic, vaccine or prophylactic product.