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“iPS Materials” means human induced pluripotent stem cells received by Recipient from the ATCC iPS Cell Repository identified with a catalog number "ATCC® ACS™".

“Modifications” mean cells which are created by Recipient through the use of the iPS Materials or Progeny, but which (i) do not differentiate into cell types from all three germ layers and (ii) are in a partially or terminally differentiated state.

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The receipt of iPS Materials conveys to Recipient:

1) The non-transferrable, limited right to use iPS Materials and Progeny for internal basic research. No right to resell iPS Materials or any of its components, or derivatives thereof is conveyed expressly, by implication, or by estoppel.

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   a. use of the iPS Materials or Progeny for manufacture of related products (such as medium for the culture of iPS Materials) distributed and/or sold to a third party, including but not limited to culture medium and equipment;
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(i) use of the iPS Materials, Progeny or Modifications for target discovery, target validation or assay development

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3) Sole responsibility for, and assurance that, Recipient is in compliance with all foreign and domestic, federal, state and local statutes, ordinances and regulations applicable for use of iPS Material, its Progeny or Modifications. Recipient is solely responsible for obtaining all permits, licenses or other approvals required by any governmental authority in connection with Recipient’s receipt, handling, disposal, transfer, and use of the iPS Materials, its Progeny or Modifications. Without limiting the generality of the foregoing, any shipment of iPS Material to countries outside the United States must comply with all applicable foreign and U.S. laws, including the U.S. export control laws and related regulations.

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5) If an iPS Material is noted as a material that has been created through the use of DNAVEC technology on such material's product sheet, then the following restriction to transfers will apply: Recipient’s Investigator may NOT transfer iPS Materials, its Progeny or any of its Modifications that have pluripotent potential without first obtaining ATCC’s written consent.

6) The right to transfer iPS Material, its Progeny and Modifications to others, provided however, the Recipient shall notify the receiving party of the terms of the Limited Use Label License by transferring a copy of this Limited Use Label License to the receiving party and the transfer meets one of the following conditions:

   a. Transfer of iPS Materials, Progeny or Modifications from Recipient to a not-for-profit organization, for collaborative research purposes (non-commercial applications);
   b. Transfer of Modifications from Recipient to a for-profit organization for collaborative research purposes only (non-commercial activities); and
   c. Transfer of iPS Materials and Progeny from Recipient to a for-profit organization, for collaborative research purposes where for-profit organization has obtained the appropriate research or commercial rights from ATCC or iAJ or DNAVEC or both iAJ and DNAVEC, as applicable.¹

For information on obtaining additional rights, please contact ATCC at licensing@atcc.org/Corporate Development, ATCC, 10801 University Blvd., Manassas, VA 20110, USA.

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