



LIMITED USE EVALUATION RESEARCH LICENSE FOR CAS-CLOVER™

PLEASE READ THESE RESEARCH USE TERMS BEFORE PURCHASING OR USING THE PRODUCT. BY PURCHASING, ACCESSING, OR USING CAS-CLOVER, YOU ACKNOWLEDGE AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE OR USE THE PRODUCT.

LIMITED USE EVALUATION RESEARCH LICENSE FOR CAS-CLOVER (“Product”): For purposes of this Agreement, “Research” means: (i) Cell Bioprocessing research and Agriculture/Bioprocessing purposes conducted prior to selection of commercial product candidates and not conducted for consideration or otherwise excluded hereunder as defined below as “Commercial” and “Developmental” purposes.

For the purposes of this agreement, “Cell Bioprocessing” means: the (i) genetic modification, production, and use of cell-lines and/or (ii) the production and use of Product, in each case of the foregoing (i) and (ii), to produce biological molecules for Research purposes and to evaluate the effectiveness of the Product.

“Agriculture Bioprocessing” shall mean the genetic modification, production and use of multi-cellular and unicellular plants or their tissues, and multi-cellular and unicellular non-human animals or their tissues, and multicellular or unicellular fungi and bacteria or their tissues.

For clarity and notwithstanding the foregoing, this agreement,

Includes the use of Product for:

(a) The production of therapeutic materials for research use, provided that such cell lines and Products themselves are not part of such therapeutic products (i.e., not for cell and gene therapy).

This Agreement excludes the use of Product for: the production of cell and gene therapy products that contain or have been modified by the Product for the direct prevention, treatment, or palliation of disease and conditions in humans. For example, delivering the Product directly to a patient for gene therapy or delivering a cell modified with the Product directly to the patient for cell therapy.

“Commercial Purpose” means any activity for compensation, including but not limited to: (a) any use to provide a service, information, or data for financial compensation (b) any use for therapeutic, diagnostic or prophylactic purposes; or (c) any sale, resale, leasing, or licensing, whether or not for research purposes.

“Development Purpose” means any: (a) scale-up activity for IND-enabling preclinical toxicological studies or equivalents thereof or clinical activity; (b) extensive field trials or activity directed towards the submission of data to the United States Department of Agriculture, or any equivalent regulatory agency outside of the United States, in support of an application for clearance, approval or deregulation by such agency; (c) scale-up activities, the primary focus of which is to increase from small-scale to Production-scale.

“Demeetra Intellectual Property” means: (a) certain patents and/or patents pending, [contact us](#) for more information, and (b) technical information, trade secrets, protocols, practices, methods, DNA sequences, and other knowledge, information, and skills controlled by Demeetra (“Demeetra Know-How”).

The purchase of this Product conveys to the “Buyer” (purchasing organization & legal affiliates) a limited, non-exclusive, non-transferable license under Demeetra Intellectual Property to use this Product and components of this Product only to perform internal Cell Bioprocessing and Agricultural/Bioprocessing research for the sole benefit of the Buyer for the “Initial Period” defined below. The Initial Period fee is \$5,000 USD, including applicable reagent purchases. Should Buyer require more than \$5,000 USD in reagents, additional costs may apply. If applicable, reagents are not available, a \$5,000 USD access fee for know-how and technical support is applied. The Initial Period is from the time the Product arrives at Buyers institution for a period of 6 months. The Initial Period allows the Buyer to evaluate the Product. Should Buyer wish to continue to use the Product past the Initial Period, a Commercial License will be negotiated in good faith and executed. For



information on the Commercial License terms please [contact us](#). Following the Initial Period this Agreement shall terminate automatically, and a Commercial License is not executed or in active negotiation, Buyer will discontinue the use of the Product and be required to destroy the Products and all plasmids, biological molecules, cells, and organisms created with or containing the sequences of the Products.

If applicable, the Buyer may also use standard molecular biology techniques to make additional copies of the Product for purposes of internal research for the sole benefit of the Buyer. Plasmids, mRNA and other Products can be purchased from Demeetra. The Buyer cannot sell or otherwise transfer (a) this Product, (b) its components, or (c) materials, cells, or organisms made using this Product 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, (ii) contract service provider and/or (iii) scientific collaborators and non-profit organizations for internal research for the sole benefit of the Buyer and not for Commercial Purpose or Development Purpose, provided that the Buyer will obtain a signed copy of a license or material transfer agreement, made available and delivered to Demeetra (email jcrawford@demeetra.com) with any such transfer. If this Product is subject to multiple limited-use label licenses, the terms of the most restrictive limited-use label license shall control.

For purposes of this Agreement, the term "Confidential Information" shall mean all information relating to the evaluation of this Product, including but not limited to (i) data, know-how, technical and non-technical materials which one party may deliver to the other party pursuant to this Agreement and (ii) information resulting from the evaluation which incorporates, in whole or part, any Buyer's proprietary data or materials. Receiving party shall maintain the Confidential Information in confidence with the same degree of care it holds its own confidential information. Receiving party will disclose the Confidential Information only to its officers, agents, and employees directly concerned with carrying out the evaluation, but will not disclose the Confidential Information to any third party nor use the Confidential Information for any other purpose. All confidentiality obligations of the receiving party under this Agreement shall survive the termination of this Agreement for a period of five (5) years. Receiving party's obligation of nondisclosure and the limitations upon the right to use the Confidential Information shall not apply to the extent that receiving party can demonstrate that the Confidential Information: (a) was in the possession of receiving party prior to the time of disclosure; or (b) is or becomes public knowledge through no fault or omission of receiving party; or (c) is obtained by receiving party from a third party under no obligation of confidentiality to disclosing party. All Confidential Information will be returned to the disclosing party or destroyed upon termination of this Agreement for any reason, except for one copy, which the receiving party may use for the sole purpose of determining its continuing confidentiality obligation to the disclosing party under this Agreement.

Demeetra has the requisite corporate power and authority to enter into this license to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

THE PRODUCT IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEMEETRA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF THE PRODUCT.

For information on obtaining additional rights to the Product for any use not permitted herein, please contact us at jcrawford@demeetra.com.