ADDENDUM TO ATCC® MTA
For TERT Products
Commercial and For-Profit Organizations

This Evaluation License ("Evaluation License") sets forth terms and conditions that are in addition to those set forth in the ATCC MTA and apply to the distribution and use of biological materials ("Biological Materials") that contain, incorporate or are based upon proprietary technology of Geron Corporation ("Geron"), including, without limitation, cell line(s) immortalized through the use of human or murine telomerase reverse transcriptase ("TERT") to commercial and for-profit organizations (the "Recipient Organization"). Notwithstanding the foregoing, the Tangible Property (as defined below) licensed hereunder does not include, and this Agreement does not permit the use of, the TERT gene or cDNA, or any portion thereof, in any form not incorporated within a TERT-immortalized cell line, by Recipient Organization. By accepting the Tangible Property, Recipient specifically acknowledges and agrees to the following terms and conditions.

If the Recipient Organization has previously executed a blanket ATCC MTA, this Addendum is incorporated into and made a part of that ATCC MTA. For all others, this Addendum is incorporated into and made a part of the ATCC MTA posted on the ATCC website on the date of the last signature below. In the event of any conflict between the terms and conditions of the MTA and the terms and conditions of this Evaluation License, then the terms and conditions of this Evaluation License shall prevail.

TERMS AND CONDITIONS:

1. The ATCC MTA and this Evaluation License are made by and between the American Type Culture Collection (ATCC) and the for-profit Recipient Organization identified on the signature lines below. The Investigator must acknowledge, by signing below, that the Investigator has read and understands this Evaluation License. The signatories to this Evaluation License must correspond to the Recipient Organization and Investigator identified on the ATCC Sales Order. Collectively, the Recipient Organization and Investigator are referred to herein as "Recipient".

2. "Tangible Property" means Biological Materials (as defined by the ATCC MTA), that are compositions of matter covered by a valid claim in a patent within the patents set forth below, (including, without limitation, TERT and the TERT gene in any form and from any source), materials that contain or incorporate TERT or the TERT gene in any form and from any source (including, without limitation, cells or cell lines immortalized with TERT), or any fragment or portion thereof or progeny of any of the foregoing derived directly or indirectly therefrom.

3. "Commercial Use" means the sale, license, lease, export, transfer or other distribution of the Tangible Property to a person or entity not party to this Use License for financial gain or other commercial purposes and/or the use of the Tangible Property: (a) to provide a service to a person or entity not party to this Evaluation License for financial gain; (b) to produce or manufacture products for general sale or products for use in the manufacture of products ultimately intended for general sale (c) in connection with ADME (Absorption, Distribution, Metabolism and Excretion) testing; (d) in connection with drug potency or toxicity testing which does not include either screening multiple cell lines for potential inclusion in a screening assay system or screening multiple compounds in a system for internal research purposes only; or (e) in connection with proficiency testing service(s), including but not limited to, providing the service of determining laboratory performance by means of comparing and evaluating calibrations or tests on the same or similar items or materials in accordance with predetermined conditions.

4. ATCC is providing Recipient with the Tangible Property pursuant to a license agreement by and between ATCC and Geron dated May 10, 2004. Geron is an express third party beneficiary of this Agreement.

5. Upon approval of Recipient's order by ATCC, the ATCC MTA and this Evaluation License shall come into effect. This Evaluation License shall remain in effect for a period six (6) months from the date of the last signature below. This Evaluation License is non-renewable. Subject to Recipient's compliance with the terms and conditions of this Agreement, Recipient may, at Recipient's sole discretion, convert

this Evaluation License to a non-exclusive, research-use license under terms and conditions of a separate license agreement with ATCC.

6. In consideration for Recipient's order, upon placing the order Recipient Organization will pay to ATCC an order fee in the amount indicated in the ATCC catalog for each TERT-containing Biological Material requested.

7. Contingent upon approval of Recipient's order and shipment of the Tangible Property, ATCC grants Recipient a **NON-EXCLUSIVE LICENSE TO USE THE TANGIBLE PROPERTY SOLELY FOR INTERNAL SCIENTIFIC RESEARCH** (the "Field of Use"). The Field of Use expressly excludes the use of Tangible Property:
   a. in a Commercial Use;
   b. in a product for therapeutic or diagnostic use;
   c. in human clinical research;
   d. in the manufacture of a product intended for sale or of a component or intermediate of such a product; or
   e. in the discovery, research, development, manufacture or sale of a product that:
      i. acts by detecting or measuring telomere length, telomerase activity, telomerase RNA, or TERT mRNA or protein;
      ii. acts through a response to the presence or absence of: (1) telomerase RNA, the gene encoding telomerase RNA or its promoter sequence; (2) the telomerase catalytic protein, the gene or mRNA encoding the telomerase catalytic protein, or its promoter sequence. This includes, without limitation, a product that triggers an immune response to telomerase or any component thereof, or targets cells for a cytotoxic effect through the expression of a gene controlled by a telomerase promoter;
      iii. acts by modulating telomerase activity or telomere length (including, without limitation, inhibiting or activating telomerase); or
      iv. uses isolated human stem cells or cells derived therefrom for therapeutic purposes.

8. Recipient acknowledges that any use of the Tangible Property outside of the Field of Use requires a separate license from Geron under the United States and foreign patents and patent applications listed herein; all continuing applications thereof, including divisionals, substitutions, and continuations-in-part, any patent issuing on any of the foregoing applications, including reissues, reexaminations and extensions, and all foreign applications and patents corresponding to any of the foregoing:.

U.S. Patent/Patent Appl. nos.: 6,261,836; 6,337,200; 09/438,486; 09/432,503; 10/054,295; 08/974,584; 09/721,477; 09/721,506; 10/044,539
UK Patent No. 2317891
Hong Kong Patent Appl. No. 01107160.8
Canada Patent Appl. No. 2267644
China Patent Appl. No. 97180256.4
Israel Patent Appl. No. 129103
Australia Patent no. 48073/97
Japan Patent Appl. Nos. 9-286182; 10-320169; 2000-227474; 10-516909.

European Patent/Patent Appl. nos.: EP 0841396; 03075454.3; 979107985.1
Switzerland Patent No. 689672
Korea Patent Appl. No.: 1019997002838
Singapore Patent Appl. No. 64216
Brazil Patent Appl. No. P19712254-8
Norway Patent Appl. No. 19991588
New Zealand Patent no. 334709

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11. Recipient is encouraged to make available Modifications (as defined by the ATCC MTA) for deposit into the ATCC Immortalization Collection, to enable distribution of such Modifications to third

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14. ATCC will be entitled to terminate this Agreement in the event of breach by Recipient by providing thirty (30) days prior written notice to Recipient.

15. Upon termination under paragraph 5 or Recipient's decision not to convert this Evaluation License to a non-exclusive license, or failure to execute such non-exclusive license within six (6) months after this Evaluation License expires, Recipient shall destroy the Tangible Property and provide ATCC with written confirmation of such destruction.

SIGNATURES ON FOLLOWING PAGE

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT ORGANIZATION AND INVESTIGATOR ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE ATCC MTA AND THIS EVALUATION LICENSE AND AGREE TO THE TERMS AND CONDITIONS THEREOF, AS EVIDENCED BY THEIR SIGNATURES BELOW AND ACCEPTANCE OF THE MATERIAL ORDERED.

RECIPIENT ORGANIZATION: (print name)

By:_____
(signature of authorized representative
of RECIPIENT ORGANIZATION)

_____
(printed name)

Title:_____

Date:_____

READ AND UNDERSTOOD BY:

_____
Investigator's signature

_____
(printed name)

Title:_____

Date:_____

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