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All provisions of this Limited Use Label License apply with respect to the iPS Materials, their Progeny, and Modifications, as defined herein.

"iPS Materials" means human induced pluripotent stems 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.
- 2) No such use in commercial applications, including, without limitation:
 - 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;
 - b. use of the iPS Materials, Progeny or Modifications to provide a service, information or data to a third party for Financial Gain;
 - c. use of the iPS Materials, Progeny or Modifications for screening small molecular compounds, antibodies, proteins, peptides, and large-molecular compounds as potentially marketable compounds;
 - d. sale, lease, distribution, transfer or license of the iPS Materials, Progeny or Modifications to third parties for Financial Gain; or
 - e. use of iPS Materials, Progeny or Modifications in (1) human subjects for human clinical use for therapeutic, diagnostic or prophylactic purposes or (2) in animals for veterinary use for therapeutic, diagnostic or prophylactic purposes, including but not limited to clinical applications, cell therapy, transplantation, and/or regenerative medicines

For the purpose of this Section, "Financial Gain" means any financial benefit or gain earned by the Recipient which consideration or revenue of a transaction exceeds its cost of operating the transaction.

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- (i) use of the iPS Materials, Progeny or Modifications for target discovery, target validation or assay development
 - (ii) use of the iPS Materials, Progeny or Modifications for screening by a not-for-profit organization solely for its internal research use for non-commercial purposes
 - (iii) Research using iPS Materials Progeny or Modifications sponsored by a for-profit organization carried out at a not-for-profit organization and by the non-profit organization's employees so long as such research is solely for non-commercial purposes and the result of such research does not belong to the sponsoring for-profit organization.
- 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, storage, 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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