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## LIMITED USE RESEARCH LICENSE AGREEMENT FOR PIGGYBAC® VECTORS AND TRANSPOSASE

Hera BioLabs, Inc. (“**Hera**”) licenses its proprietary piggyBac® vectors and transposase Product (as more fully described in herein) to customers for research use. The customer identified below (“**Customer**”) wishes to obtain a license to such material. In consideration of the mutual promises made herein, the sufficiency is acknowledged by the parties, the parties agree to the terms set forth in this Research License Agreement, which includes the attached Terms and Conditions and (all of which are made a part of hereof and collectively referred to as the “**Agreement**”). Hera and Customer are collectively referred to in this Agreement as the “**Parties**” and, individually, as a “**Party**.” Hera and Customer have had a duly authorized representative execute this Agreement and both agree to be bound by its terms effective as of the Effective Date set forth below.

<b>Party Name</b>	Hera BioLabs, Inc. (“ <b>Hera</b> ”)	(“ <b>Customer</b> ”)
<b>Contact Information</b>	<b>Address:</b>	2277 Thunderstick Drive, No. 500 Lexington, Kentucky 40505
	<b>Phone:</b>	859-414-0648
	<b>Email:</b>	services@herabiolabs.com
<b>Company Authorizing Official</b>	<b>Signature:</b>	
	<b>Name:</b>	
	<b>Title:</b>	
<b>Effective Date:</b> _____		

## TERMS AND CONDITIONS

**1. Definitions**

**"Hera Intellectual Property"** means rights that Hera possesses in: (a) certain patents and/or pending applications, including, but not limited to U.S. Patent Nos. 8,399,643; 9,546,382; 10,287,559; 10,131,885; 11,485,959; and all other patents and pending applications that share a common priority claim with such U.S. Patents; and (b) technical information, trade secrets, protocols, practices, methods, DNA sequences and other knowledge, information and skills controlled by Hera that are necessary and/or useful in Customer's use of the Product ("Hera Technical Information").

**"Fee"** means the license fee which is as follows: (1)(i) for Customers with 50 employees or less – five thousand USD (\$5,000) or (ii) for Customers with more than 50 employees – ten thousand USD (\$10,000) with payment due to Hera.

**"Product"** means the biological material provided by Hera (or by its authorized distributors, including System Biosciences ("SBI")) to Customer under this Agreement, namely, Hera's proprietary piggyBac<sup>®</sup> transposase, transposon and vector.

**"Research"** means basic research, drug discovery, drug development, and reagent development, applications, and creation of cell lines or animal models. "Research" excludes all of the following: (i) commercial or clinical use of any kind (including, but not limited to, providing services using cell lines or animal models created with the Products); (ii) production of biological material for use in humans to treat, prevent, or palliate any disease or condition; and (iii) genetic modification of multi-cellular and unicellular plants or their tissues and use of such plants or tissues for any agricultural or industrial purposes whatsoever, including, but not limited to, (a) activity in any agricultural field trial, and (b) activity directed towards the submission of data to the United States Department of Agriculture or any equivalent regulatory agency outside of the United States.

**2. Limited License**

Effective as of the Effective Date, Hera grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license under the Hera Intellectual Property to use the Product or any cell line or organism generated using the Product solely by Customer for its internal use to perform Research. Any use of the Product or any cell line or organism generated using the Product beyond this limited use research license is unauthorized and subject to enforcement of rights under Hera Intellectual Property. All rights not expressly granted herein are reserved by Hera. Notwithstanding Customer's possession and use of the Product, Hera shall retain ownership of the Product. Customer agrees that Customer will not (i) use the Product or any cell line or organism generated using the Product for any purpose other than for Research; (ii) transfer, sell or authorize use of the Product or any cell line or organism generated using the Product to or by a third party except as otherwise expressly provided herein; and (iii) make piggyBac transposase or have piggyBac transposase made on its behalf. Customer agrees that it will only use the piggyBac transposase supplied by Hera under this Agreement, provided, however, that Customer may use standard molecular biology techniques to make additional copies of the piggyBac transposon for its own internal Research use consistent with that authorized herein. Customer may transfer the Product or any cell line or organism generated using the Product to a third party that is contractually obligated to perform services on behalf of Customer ("**Third Party Service Provider**") and has been made aware of the restrictions set forth in this Agreement. Customer hereby agrees to assume responsibility and liability for any act or omission on the part of any Third Party Service Provider that would give rise to liability under this Agreement or constitute a breach of this Agreement as if Customer has performed the act or omission itself. For avoidance of doubt, any use of the Product or any cell line or organism generated using the Product by a Third Party Service Provider that is not for or on behalf of Customer is strictly prohibited and will be considered use in violation of the restrictions set forth in this Section 2 and will be considered an act or omission for which Customer is liable.

### **3. Payment of Fee**

Hera will invoice Customer for the Fee shortly after the Effective Date which shall be paid by Customer within thirty (30) days of Customer's receipt of the invoice unless such invoice provides otherwise. The invoices will provide any other necessary details for payment. For avoidance of doubt, this does not include fees for reagents which may be obtained, on a quantity basis, separately from Hera or its authorized distributors (including SBI) with payment according to the relevant terms.

### **4. Term**

The term of this Agreement commences on the Effective Date and extends for a period of six (6) months (the "**Term**") and shall automatically expire thereafter unless earlier terminated. If Customer fails to pay the Fee in accordance with Section 3 the Agreement shall expire. If Customer wishes to continue to use the Product beyond the Term, Customer may request terms for a research or commercial license from Hera.

### **5. Termination**

Either Party may terminate this Agreement upon providing written notice to the other Party of such Party's intention to terminate this Agreement no less than sixty (60) days prior to the end of the current Term and the Agreement shall terminate at the end of such Term. Hera may terminate this Agreement and the license granted hereunder and having immediate effect by providing Customer written notice in the event that Customer breaches this Agreement, including, but not limited to, by using the Product or any cell line or organism generated using the Product other than for Research, or permitting any third party to possess or use the Product or any cell line or organism generated using the Product except as expressly provided herein. Upon expiration or termination of this Agreement, Customer agrees to immediately cease use of and destroy all remaining Product in Customer's or any Third Party Service Provider's possession or control and verify to Hera that this has been done.

### **6. Intellectual Property and Confidentiality**

Customer acknowledges Hera's rights in the Intellectual Property. During this Agreement, and after any expiration or termination, Customer agrees not to challenge Hera's (or its successors and assigns) ownership or rights in the Intellectual Property. Customer agrees that it will not disclose Hera Technical Information to any third party, except for a Third Party Service Provider that has written obligations of confidentiality sufficient to apply the confidentiality obligations herein. For avoidance of doubt, Customer shall only use Hera Technical Information as needed to exercise its rights granted in Section 2 and the restrictions on use of the Product therein shall apply equally to Hera Technical Information.

### **7. Use of Hera's Brands**

Subject to Customer's compliance with this Agreement, Hera consents to Customer's use during this Agreement of Hera's brands solely for the purpose of identifying Hera as the source of the Product.

### **8. Disclaimer of Warranties**

HERA HEREBY DISCLAIM ALL STATUTORY, EXPRESS, AND IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT AND THE USE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

### **9. Limitation of Liability**

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL HERA AND/OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING FROM THE POSSESSION OR USE OF THE PRODUCT. HERA'S AND ITS AFFILIATES' TOTAL

AGGREGATE LIABILITY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEE PAID BY CUSTOMER.

#### **10. Indemnification**

Customer hereby expressly assumes full responsibility for any claims or liabilities which may arise as a result of its or its Third Party Service Provider's use or possession of the Product. Customer will indemnify, defend, and hold harmless (collectively "indemnification" and its cognates) Hera and its affiliates and each of their respective directors, officers, agents and employees from and against any damages, judgments, liabilities, penalties, fines, assessments, costs, and expenses, including reasonable attorneys' fees and costs, (collectively, "Losses") incurred in connection with any third-party claim arising out of Customer's or its affiliates' possession, handling, use, storage, transport, or disposal of the Product or breach of any term of this Agreement, except to the extent such Losses result from Hera's gross negligence or willful misconduct. Hera shall notify Customer promptly of Hera's receipt of notice of any claim for which indemnification may be sought. Notwithstanding the foregoing, the failure to give notice shall not impact Hera's right to indemnity. Customer shall have the right, but not the obligation, to control the defense of any claim for which Hera is seeking indemnification, provided that Customer will not settle any such claim without Hera's prior written consent unless such settlement fully releases Hera.

#### **11. Governing Law; Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to the conflicts of laws provisions and excluding the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party or its affiliates in any way arising from or relating to this Agreement in any forum other than in the state and federal courts in or nearest to Wilmington, Delaware.

#### **12. Miscellaneous**

This Agreement sets forth the entire agreement, and supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified except by in writing signed by the parties. Customer may not assign this Agreement without the prior written consent of Hera, but Hera may assign or transfer this Agreement, in whole or in part, without consent. Any assignment in violation of this Agreement shall be of no power or effect. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

#### **13. Contact Information**

For information on obtaining additional rights to the Product for any use not permitted herein, please contact us at [services@herabiolabs.com](mailto:services@herabiolabs.com).