



The creation of your gene-edited cell line (the "Product") using CRISPR/Cas9 technology is provided by The Coriell Institute for Medical Research ("Coriell") under a license agreement with The Broad Institute, Inc. ("Broad") that contains certain limitations and obligations. By purchasing this Product, you, the Limited Licensee, hereby agree to be bound by the terms of the Limited License set forth below. Additional capitalized terms are defined below. Limited Licensee is granted the non-transferable right to use the Product created by or distributed by Coriell solely for research conducted by or on behalf of such Limited Licensee in accordance with all of the following requirements:

- (i) the Limited Licensee shall not use Products to perform services for the benefit of any other person or entity or sell or otherwise transfer Products (including without limitation any material that contains a Product in whole or in part) to any other person or entity except (1) as otherwise permitted under license to Limited Licensee from Broad or as otherwise permitted by Broad for non-profit use as provided at <https://www.broadinstitute.org/partnerships/office-strategic-alliances-andpartnering/information-about-licensing-crispr-genome-edited> or (2) to a third party contract organization to the extent such third party contract organization (A) provides the service of generating only information or data on behalf of a Limited Licensee through the use of the Products, (B) does not otherwise make use of the Patent Rights in providing such services to such Limited Licensee;
- (ii) the Limited Licensee shall use only the purchased amount of the Products purchased from Coriell, and shall use Products and components of the Products only for its internal research within the Field, which may include internal research within the Field in connection with product research, but not for the production, manufacture or exploitation of any product or Product or any Commercial Purposes;
- (iii) the Limited Licensee shall use Products in compliance with all applicable laws and regulations, including without limitation applicable human health and animal welfare laws and regulations;
- (iv) Institutions shall provide no warranties of any kind to the Limited Licensee (statutory or implied) concerning the Products, including without limitation, as to product quality, condition, description, merchantability, fitness for a particular purpose, noninfringement of intellectual property rights or the absence of latent or other defects, and all such warranties are hereby expressly disclaimed;
- (v) Institutions shall expressly disclaim any warranty regarding results obtained through the use of the Products, including without limitation any claim of inaccurate, invalid or incomplete results;
- (vi) Institutions and their directors, trustees, officers, employees, agents, faculty, affiliated investigators, and students, shall have no liability to the Limited Licensee, including, without limitation, for any loss of use or profits, business interruption or any consequential, incidental, special or other indirect damages of any kind, regardless of how caused and regardless of whether an action in contract, tort, strict product liability or otherwise;
- (vii) the Limited Licensee shall indemnify, defend and hold harmless the Indemnitees against any liability, damage, loss, or expense (including without limitation



- reasonable attorney's fees and expenses) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, investigations, actions, demands or judgments arising out of or related to the exercise of any rights granted to the Limited Licensee under this Limited License or any breach of this Limited License by such Limited Licensee, provided, that, to the extent the foregoing is not permitted by law, the Limited Licensee agrees, to the extent permitted by law, that it, and not the Indemnitees, shall be responsible for any liability, damage, loss or expense arising out of or related to the exercise of any rights granted to the Limited Licensee under this Limited License or any breach of this Limited License by Limited Licensee, and;
- (viii) the Product and its use may be the subject of one or more issued patents or pending patent applications owned by one or more of the Institutions and the purchase of the Product does not convey a license under any claims in the foregoing patents or patent applications directed to the Product or use, production or commercialization thereof, except as expressly set forth in this Limited License.

Definitions used in this Agreement.

“Commercial Purposes” means (a) the practice, performance or provision of any method, process or service, or (b) the manufacture, sale, use, distribution, disposition or importing of any product, in each case (a) or (b) for consideration, e.g., a fee, or on any other commercial basis.

“Field” means use as a research tool for research purposes including, without limitation, the identification, screening, characterization and/or evaluation of compounds whether for toxicology, proficiency, performance or otherwise; provided, however, the Field shall expressly exclude (a) any clinical use, including, without limitation, diagnostic and prognostic use, (b) any human germline modification, including modifying the DNA of human embryos or human reproductive cells, (c) any in vivo veterinary or livestock use, or (d) the manufacture, distribution, importation, exportation, transportation, sale, offer for sale, marketing, promotion or other exploitation or use of, or as, a testing service, therapeutic or diagnostic for humans or animals.

“Indemnitees” means each Institution and the Howard Hughes Medical Institute, their affiliates, and their current and former trustees, directors, officers, faculty, affiliated investigators, students, employees, medical and professional staff and agents and their respective successors, heirs and assigns.

“Institution” means each of Broad, the Massachusetts Institute of Technology (“MIT”), the President and Fellows of Harvard College (“Harvard”), the University of Iowa Research Foundation (“Iowa”), the University of Tokyo (“UTokyo”), The Rockefeller University (“Rockefeller”), New York University (“NYU”), New York Genome Center (“NYGC”), and Whitehead Institute of Biomedical Research (“WHI”) individually, and “Institutions” means Broad, MIT, Harvard, Iowa, UTokyo, Rockefeller, NYU, NYGC, and WHI, collectively.



“Licensed Process” means any process, method or service, performed, (a) the performance, sale or offer for sale of which process, method or service, or part thereof, would infringe (without the license granted under this Agreement) or is claimed by at least one claim of the Patent Rights.

“Patent Rights” are those rights claimed in one or more issued patents or patent applications related to CRISPR/Cas9 technology obtained by Broad and under license by Coriell, as well as (I) any substitutions, divisions, continuations, reissues, renewals, re-examinations or extensions thereof, (II) any continuations-in- 4 part thereof, to the extent the claims are directed to subject matter specifically described in such patent or patent application, and (III) any application claiming priority to a provisional application thereof, to the extent the claims are directed to subject matter specifically described in such provisional patent application; (c) any letters patents and/or the equivalent issuing therefrom in any jurisdiction based on, and only to the extent of, any of the foregoing; and (d) any foreign or international equivalents of any of the foregoing, including without limitation any applications filed under the Patent Cooperation Treaty.

“Related Material” means any progeny, modification or derivative of a Product.