ADDGENE, INC.

BIOLOGICAL MATERIAL RECEPTION AGREEMENT

This Biological Material Reception Agreement (this "Agreement") is made as of this ____day of _____ 2018, between Addgene, Inc., a Massachusetts non-profit corporation ("**Addgene**"), and _____ (the "**Institution**").

WITNESSETH

WHEREAS, scientists, professors and other personnel ("**Scientists**") affiliated with research, academic institutions and other non-profit Organizations ("**Organizations**"), from time to time, facilitate scientific research by sharing biological materials with one another for scientific verification and other research purposes; and

WHEREAS, Addgene is a non-profit entity whose mission statement includes facilitating biological research by receiving, storing, replicating and distributing materials in a systematic, documented and timely fashion to Scientists and their affiliated Organizations; and

WHEREAS, the parties hereto desire to set forth terms and conditions relating to the transfer and receipt of materials to Institution that are received, stored, replicated and distributed by Addgene on behalf of other Organizations.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, and intending to be legally bound, hereby agree as follows:

Section 1. Receiving Deposited Material from Addgene for Internal Use. During the Term of this Agreement, the Institution shall have the right, but not the obligation, to obtain from Addgene materials that have been created by other third party Organizations ("**Provider Organizations**") and received, stored, replicated and distributed by Addgene on behalf of Provider Organizations ("**Deposited Material**"), upon and subject to the terms and conditions of this Agreement.

1.01 Orders by Scientists. Orders for Deposited Material may be submitted from time to time by Scientists affiliated with the Institution (each an "**Institution Scientist**" and, collectively, "**Institution Scientists**") in accordance with, and subject to, Addgene's requirements for purchase, as set forth from time to time on Addgene's website, including without limitation its payment terms, as amended from time to time (the "**Payment Terms**"), as a condition to the receipt and transfer of such Deposited Material.

1.02 Restrictions on Use. Institution hereby agrees that any Deposited Material distributed to Institution by Addgene shall be: (i) used solely for non-commercial research or academic purposes; (ii) subject to the terms of the Uniform Biological Material Transfer Agreement substantially in the form of Exhibit A hereto (the "UBMTA"); and (iii) subject to any further restrictions or rights (if any) required by the Provider Organization or third party entity(ies) as a condition to the transfer of certain components contained in Deposited Material (the "Ancillary Agreements"). The Institution understands and acknowledges that the UBMTA is entered into between Institution and the applicable Provider Organization effective immediately upon or prior to the distribution of such Deposited Material to Institution and the satisfaction of the conditions set forth in Section 1.03 below.

1.03 Institution Conditions to Receiving Materials. The Institution hereby agrees and consents to the distribution by Addgene to the Institution of any Deposited Material deposited with Addgene by or on behalf of a Provider Organization, provided that such release and distribution satisfies the following conditions:

A. Addgene notifies the Institution, by electronic mail or by posting notice within the Institution's Addgene account on Addgene's website (the "**Homepage**") of each request for Deposited Material made by the Institution's Scientist; and

B. The Institution Scientist agrees to be bound by the Payment Terms, as provided in Addgene's website and acknowledges the Deposited Material's applicable term(s) of use (e.g., the UBMTA, Ancillary Agreements); and

C. Addgene may assess from the Institution Scientist a distribution fee disclosed prior to purchase in connection with its storage, replication and other distribution costs of providing such Deposited Material; and

D. Institution has agreed to the Deposited Material's applicable terms of distribution (e.g., the UBMTA, Ancillary Agreements).

1.04 Auto-Approval Preferences. Pursuant to the terms of this Agreement, Institution hereby authorizes Addgene to set the following auto-approval preferences on Institution's behalf:

☐ **The Uniform Biological Material Transfer Agreement (UBMTA) (Exhibit A)**

and

the following Ancillary Agreements which cover portions of Deposited Material and are *in addition* to the terms of the UBMTA (current versions are provided in Exhibit B)

- ☐ Ancillary Agreement for Penn AAV Trans Plasmids
- ☐ Ancillary Agreement for Penn Vectors
- ☐ Ancillary Agreement for Plasmids Containing FP Materials
- ☐ Cellecta Lentiviral Pooled Plasmid and Packaged shRNA Libraries Ancillary Agreement
- ☐ Duke Limited Ancillary Agreement for dCas9
- ☐ genOway Notice of Rights
- ☐ IGBMC Cre-ERT2
- ☐ Michigan-IRE1
- ☐ Nolan plasmid Ancillary Agreement
- ☐ Sanford-Burnham Medical Research Institute Ancillary Agreement
- ☐ Sangamo Zinc-Finger Agreement
- ☐ Synthetic Protein
- ☐ University of Pittsburgh-PoIB
- ☐ Vanderbilt-Cerulean

Institution understands and agrees that the above list is subject to addition or removal and that it retains, at all time, the ability to log into its account and remove or add auto-approval preferences. Institution further understands that the terms defined in Exhibit B are subject to change at the request of the applicable third party entity. In the event of such a change, Addgene shall not distribute applicable Deposited Material until Institution has reviewed and approved the changed terms. Institution may change its auto-approval preferences at any time by logging into its Addgene account.

Section 2. Electronic Acceptance. The Institution agrees that the execution or adoption of the agreements and acknowledgements contemplated hereunder may be completed in electronic form (by sound, symbol or process) by a person or persons as provided in, or logically associated with, such agreements and acknowledgements on Addgene's website. The Institution's execution or adoption of the agreement or acknowledgement, as the case may be, shall be deemed an intention to sign such agreements and acknowledgements with an electronic signature binding as to that party, unless stated otherwise herein. All such electronic signatures shall be governed by the Federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et. seq. (the E-SIGN Act).

Section 3. Duties of Addgene.

3.01 Addgene shall distribute Deposited Material in accordance with the terms of this Agreement.

3.02 Compliance with Law. Addgene will comply, in all material respects, with all provisions of all federal, state and local laws and regulations applicable to its present business. Such laws include, but are not limited to, applicable federal and state patient confidentiality laws, the United States laws governing export controls and embargoes, and the United States laws governing recombinant DNA.

3.03 No Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, ADDGENE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, VALIDITY, ENFORCEABILITY AND SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN NO EVENT SHALL ADDGENE, ITS AGENTS, AND ITS SUCCESSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.

Section 4. Liability; Indemnification.

4.01 Limitation of Liability. Except to the extent prohibited by law, Institution assumes all liability for damages arising from Institution's use, storage or disposal of Deposited Material. Addgene and its agents and its successors and their respective directors, officers, members, employees, and agents will not be liable to Institution for any loss, claim or demand made by the Institution, or made against Institution by any other party, due to or arising from the use of Deposited Material by Institution, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Addgene. IN NO EVENT SHALL ADDGENE'S CUMULATIVE LIABILITY, AS BETWEEN ADDGENE AND INSTITUTION, EXCEED THE FEES PAID BY INSTITUTION TO ADDGENE FOR DEPOSITED MATERIAL FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

4.02 Indemnification. To the extent permitted by law, Institution shall indemnify and hold harmless Addgene, its successors and their respective officers, directors, employees, members, and agents from and against any loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of: (1) Institution's receipt, storage, creation, replication or use of Deposited Material; and (2) Institution's breach of any material term of this Agreement.

Section 5. Term and Termination. This Agreement shall have an initial term of one (1) year and shall automatically renew thereafter for successive terms of one (1) year (the "**Term**") unless this Agreement is terminated upon either party's provision of ninety (90) days' written notice. At the time of termination by Institution, Addgene shall provide all records, in electronic form of any Deposited Material transfers under this Agreement that include the Institution as a party. The obligations of all parties hereunder shall survive

the termination of this Agreement as provided in the UBMTA and any Ancillary Agreements.

Section 6. Entire Agreement. This Agreement and all documents referred to herein constitute the entire agreement between the parties regarding the distribution and receipt of Deposited Material to Institution under this Master Reception Agreement, superseding all other representations, understandings or agreements, whether oral or written, with regards to the terms and obligations relating to this Master Reception Agreement.

Section 7. Non-Commercial Status. The Institution hereby represents that it is a not for profit entity exempt from taxes under the Internal Revenue Code § 501(c)(3), or a university or other institution of higher education, or a government agency conducting research.

Section 8. General.

8.01 Any notice given hereunder shall be in writing and shall be deemed effective upon the earlier of personal delivery, electronic mail (only for notices under Section 1.03), or the third day after mailing by certified or registered mail, postage prepaid as follows:

To Institution:

To Addgene:

or to such other address as any party may have furnished in writing to the other parties in the manner provided above. Any notice addressed to Addgene shall be effective only upon receipt.

8.02 The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

8.03 This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement.

8.04 No party may, without the prior express written consent of the other party, assign this Agreement in whole or in part. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

8.05 Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the Institution and Addgene. Notwithstanding anything contained herein above, this Agreement may be amended by Addgene and shall be deemed accepted by the Institution if (i) the Amendment can be applicable to all other Organizations that receive

Deposited Material from Addgene pursuant to a Biological Material Reception Agreement substantially in the form of this Agreement (a "**Uniform Amendment**"), (ii) Addgene notifies the Institution, via personal service, delivery by a nationally recognized courier, or certified mail in accordance with Section 8.01, of the terms of such Uniform Amendment, and (iii) the Institution does not otherwise object in writing to Addgene of such Uniform Amendment within ten (10) business days following such notice in accordance with Section 8.01. Addgene hereby covenants to the Institution that a Uniform Amendment will not occur more often than every three months.

This Agreement is executed as of the date first above written.

INSTITUTION:		**ADDGENE, INC.:**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit A

UNIFORM BIOLOGICAL MATERIALS TRANSFER AGREEMENT

I. Definitions:

1. PROVIDER: Organization providing the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

2. PROVIDER SCIENTIST: The name and address of this party will be specified in an implementing letter.

3. RECIPIENT: Organization receiving the ORIGINAL MATERIAL. The name and address of this party will be specified in an implementing letter.

4. RECIPIENT SCIENTIST: The name and address of this party will be specified in an implementing letter.

5. ORIGINAL MATERIAL: The description of the material being transferred will be specified in an implementing letter.

6. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

7. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

8. UNMODIFIED DERIVATIVES: Substances created by the RECIPIENT which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied by the PROVIDER, or monoclonal antibodies secreted by a hybridoma cell line.

9. MODIFICATIONS: Substances created by the RECIPIENT which contain/incorporate the MATERIAL.

10. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. However, industrially sponsored academic research shall not be considered a use of the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.

11. NONPROFIT ORGANIZATION(S): A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute. As used herein, the term also includes government agencies.

II. Terms and Conditions of this Agreement:

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

2. The RECIPIENT retains ownership of: (a) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If either 2 (a) or 2 (b) results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

a) is to be used solely for teaching and academic research purposes;

b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER;

c) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and

d) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agrees to make the MATERIAL available, under a separate implementing letter to this Agreement or other agreement having terms consistent with the terms of this Agreement, to other scientists (at least those at NONPROFIT ORGANIZATION(S)) who wish to replicate the RECIPIENT SCIENTIST's research; provided that such other scientists reimburse the PROVIDER for any costs relating to the preparation and distribution of the MATERIAL.

5.

a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES, or MODIFICATIONS.

b) Under a separate implementing letter to this Agreement (or an agreement at least as protective of the PROVIDER's rights), the RECIPIENT may distribute MODIFICATIONS to NONPROFIT ORGANIZATION(S) for research and teaching purposes only.

c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may NOT provide MODIFICATIONS for COMMERCIAL PURPOSES. It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for COMMERCIAL PURPOSES.

7. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for COMMERCIAL PURPOSES, the RECIPIENT agrees, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees to notify the PROVIDER upon filing a patent application claiming MODIFICATIONS or method(s) of manufacture or use(s) of the MATERIAL.

9. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

11. This agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgment of the source of the MATERIAL in all publications.

12. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. This Agreement will terminate on the earliest of the following dates: (a) when the MATERIAL becomes generally available from third parties, for example, though reagent catalogs or public depositories or (b) on completion of the RECIPIENT's current research with the MATERIAL, or (c) on thirty (30) days written notice by either party to the other, or (d) on the date specified in an implementing letter, provided that:

i. if termination should occur under 13(a), the RECIPIENT shall be bound to the PROVIDER by the least restrictive terms applicable to the MATERIAL obtained from the then-available resources; and

ii. if termination should occur under 13(b) or (d) above, the RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as the apply to MODIFICATIONS; and

iii. in the event the PROVIDER terminates this Agreement under 13(c) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT will discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this agreement as they apply to MODIFICATIONS.

14. Paragraphs 6, 9 and 10 shall survive termination.

15. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested by the PROVIDER, the amount will be indicated in an implementing letter.

Exhibit B

ANCILLARY AGREEMENT TERMS

Ancillary Agreement for Penn AAV Trans Plasmids
This Ancillary Agreement modifies the Uniform Biological Material Transfer Agreement ("UBMTA"). The modifications are provided below.

I.8. UNMODIFIED DERIVATIVES - Replace the second sentence of the definition with the following: "This includes, but is not limited to: purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed/encoded by DNA/RNA supplied by the PROVIDER, viral based vectors (assembled particles with or without genomes) generated from unmodified DNA supplied by the PROVIDER."

I.9. MODIFICATIONS – Delete the final period and add the following to the end of the sentence: "or which represent a modified form of the MATERIAL, including a molecular modification of the DNA supplied by the PROVIDER and/or a viral based vector generated from unmodified or modified DNA supplied by the PROVIDER. This includes, but is not limited to: viral based vectors generated from both DNA supplied by PROVIDER and DNA provided by the RECIPIENT (e.g., PROVIDER AAV serotype vectors expressing genes provided by the RECIPIENT) and/or viral based vectors generated from DNA supplied by the PROVIDER and modified by the RECIPIENT."

I - Add the following definition to the end of Article I: "12. DOMAIN ANTIBODIES: Polypeptides which are capable of binding to a target, where such polypeptide comprises at least one binding domain, wherein that binding domain is a single variable domain of an antibody or functional fragment thereof."

II.3. – Replace the semicolon with a period at the end of subsection (a) and add the following sentence: "The RECIPIENT and the RECIPIENT SCIENTIST acknowledge and agree that if such research should at any point involve use of the MATERIAL, including such incorporated in MODIFICATIONS, for work related to or involving DOMAIN ANTIBODIES, prior to commencing any such work the RECIPIENT and the RECIPIENT SCIENTIST shall contact PROVIDER to request a separate material transfer agreement for such use."

II.5.(b) – Delete the final period at the end of the sentence and add the following: ", provided however, that prior to the transfer of any MODIFICATIONS, the NONPROFIT ORGANIZATION receiving such MODIFICATIONS has to execute a material transfer agreement with PROVIDER for the MATERIAL contained in such MODIFICATIONS."

II.5.(c) – In the first sentence replace "provide" with "use, distribute or permit others to use". Delete the period at the end of the last sentence and add the following: ", except to the extent that any of the foregoing would infringe any of PROVIDER's intellectual property rights."

II.14 – Paragraph 5(c) shall also survive termination.

Ancillary Agreement for Penn Vectors

If you have received PENN MATERIAL in addition to the ORIGINAL MATERIAL, the following terms shall govern your use of PENN MATERIAL. For the purposes of these terms, PENN shall mean The Trustees of the University of Pennsylvania and PENN MATERIAL shall mean recombinant viral based vectors for adeno-associated virus ("AAV") serotypes AAV1, AAV7, AAV8, AAV9 and AAVrh10. All other defined terms shall retain their meaning provided in the Uniform Biological Material Transfer Agreement ("UBMTA") and associated implementing letter(s).

Your use of PENN MATERIAL shall be subject to the terms of the UBMTA as they apply to the ORIGINAL MATERIAL with the following modifications provided below:

I.8. UNMODIFIED DERIVATIVES - Add the following example to the second sentence: "viral based vectors (assembled particles with or without genomes) generated from unmodified DNA/RNA supplied by PENN."

I. – Add the following definition to the end of the section: "12. DOMAIN ANTIBODIES: Polypeptides which are capable of binding to a target, where such polypeptide comprises at least one binding domain, wherein that binding domain is a single variable domain of an antibody or functional fragment thereof."

II.3. – Replace the semicolon with a period at the end of (a) and add the following sentence: “The RECIPIENT and the RECIPIENT SCIENTIST acknowledge and agree that if such research should at any point involve use of the PENN MATERIAL, including such incorporated in MODIFICATIONS, for work related to or involving DOMAIN ANTIBODIES, prior to commencing any such work the RECIPIENT and the RECIPIENT SCIENTIST shall contact PENN to request a separate material transfer agreement for such use.”

II.5. – In the first sentence of (c) replace “provide” with “use, distribute or permit others to use”. Delete the final period at the end of (c) and add the following: “, except to the extent that any of the foregoing would infringe any of PENN’s intellectual property rights.”

II.14 – Paragraph 5(c) shall also survive termination.

Ancillary Agreement for Plasmids Containing FP Materials

Please consult the UBMTA for definitions of MATERIAL, RECIPIENT and RECIPIENT SCIENTIST regarding this transfer of the MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT and RECIPIENT SCIENTIST acknowledge the following:

1) The Regents of the University of California, through its San Diego campus (UCSD) is the owner of certain GFP and RFP materials ("FP MATERIAL"), and retains ownership rights to FP Material incorporated in any derivative materials made by the RECIPIENT. FP Material is covered by certain issued patents and pending patents owned by UCSD and other third parties.

2) The RECIPIENT and RECIPIENT SCIENTIST understand that the FP MATERIAL is experimental in nature and may have hazardous properties. UCSD MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of FP MATERIAL. UCSD will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of FP MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of UCSD as determined by a court of competent jurisdiction.

The distribution of the FP MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

Cellecta Lentiviral Pooled Plasmid and Packaged shRNA Libraries Ancillary Agreement

This Ancillary Agreement modifies the Uniform Biological Material Transfer Agreement (UBMTA) clauses I (10). The modified clause is:

COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the MATERIAL or MODIFICATIONS to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the MATERIAL or MODIFICATIONS by any organization, including RECIPIENT, to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the MATERIAL or MODIFICATIONS to a for-profit organization.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

Duke Limited Ancillary Agreement for dCas9

Please consult the UBMTA for definitions of MATERIAL, RECIPIENT and RECIPIENT SCIENTIST regarding this transfer of the MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT and RECIPIENT SCIENTIST acknowledge the following:

Duke University ("DUKE") is the owner of certain dCas9 plasmids ("PATENTED MATERIAL"), and retains ownership rights to PATENTED MATERIAL incorporated in any derivative materials made by the RECIPIENT. PATENTED MATERIAL is covered by certain issued patents and/or pending patents owned by DUKE. DUKE holds the exclusive commercial distribution rights to such PATENTED MATERIAL deposited with Addgene. All uses of PATENTED MATERIAL, other than for research by a non-commercial or academic entity, require a license and use authorization from DUKE. Further transfer of this material by RECIPIENT is prohibited.

The distribution of the PATENTED MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

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genOway Notice of Rights

This material contains a DNA molecule organized in a specific manner to enable Flip-excision or Flex-switch ("Flex"). The Flex technology, which was developed and validated by Prof Pierre Chambon, Dr. Norbert B. Ghyselinck and M. Frank Schnutgen at the Institute of Genetics and Molecular and Cellular Biology (IGBMC, France), has been exclusively licensed to genOway SA. The Flex technology is subject to issued patents including the US patent No. 7,074,611 and the EP patent No. 1,383,891.

The purchaser of this material is granted a non-exclusive limited right to use Flex for internal, non-commercial, non-clinical purposes only. Notwithstanding the foregoing, such right to use Flex expressly excludes the right to:

1. Sell or otherwise transfer purchased material containing Flex or derivatives containing Flex to third parties.
2. Use of this purchased material containing Flex for any clinical-diagnostic or therapeutic purposes.
3. Integrate this purchased material, or MODIFICATIONS (as defined in the Uniform Biological Material Transfer Agreement) therefrom, into the genome of a host-cell.

No right or license to perform commercial services or contract research of any kind using or including Flex, is hereby conveyed by the purchase of this material expressly, or by implication. If purchaser wishes to use Flex for COMMERCIAL PURPOSES (as defined in the Uniform Biological Material Transfer Agreement), purchaser shall contact a genOway representative at licensing@genoway.com.
Notwithstanding the above, purchaser may deposit materials containing Flex to Addgene for distribution to other academic, research institutions and nonprofit organizations.

By purchasing this material containing Flex, purchaser acknowledges that Flex is experimental in nature. Purchaser understands that Flex may have biological and/or chemical properties that are unpredictable and unknown at the time of purchase and that it is to be used with appropriate caution and prudence. genOway shall not be liable to purchaser for any loss, claim or demand made by purchaser, or made against purchaser by any other party, due to or arising from the use of Flex by purchaser. genOway makes no warranties, express or implied or of any kind, and hereby disclaims any warranties, representations, or guarantees of any kind as to Flex, patents or products.

IGBMC Cre-ERT2

Please consult the UBMTA for definitions of ORIGINAL MATERIAL, MATERIAL, MODIFICATIONS, RECIPIENT, and COMMERCIAL PURPOSES regarding this transfer of the ORIGINAL MATERIAL.

The ORIGINAL MATERIAL contains the Cre-ERT2 construct, designed by the Institut de Genetique et de Biologie Moleculaire et Cellulaire GIE-CERBM (IGBMC), Parc d'Innovation, BP 10142, 67404 Illkirch Cedex, France. The

use of Cre-ERT2 transgenic mice is covered by US patent 7112715 and European patent IB01/02246, assigned to IGBMC.

Without written permission from IGBMC, RECIPIENT cannot use, directly or indirectly, the MATERIAL or any derived Cre-ERT2-containing transgenic mice for COMMERCIAL PURPOSES.
RECIPIENT may transfer MATERIAL, MODIFICATIONS, and/or derived Cre-ERT2-containing transgenic mice to other scientists at non-profit institutions ("Collaborator") for non-industrially sponsored research, non-commercial, internal, and academic research if, and only if, Collaborator has obtained a Cre-ERT2 MTA from IGBMC (please contact chambon@igbmc.fr to obtain a copy of the MTA). Notwithstanding the above, RECIPIENT may deposit plasmids derived from ORIGINAL MATERIAL to Addgene solely for the purpose of distributing to other academic and non-profit institutions. Distribution of the MATERIAL, MODIFICATIONS, and/or derived Cre-ERT2-containing transgenic mice to any party for COMMERCIAL PURPOSES is strictly prohibited. In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

Michigan-IRE1

Please consult the UBMTA for definitions of ORIGINAL MATERIAL and RECIPIENT regarding this transfer of the ORIGINAL MATERIAL.

By agreeing to this ancillary agreement, the RECIPIENT agrees to the following:

The ORIGINAL MATERIAL contains IRE1 cDNA (IRE1), which is the property of the Regents of The University of Michigan and the Howard Hughes Medical Institute (IRE1 PROVIDER).

The RECIPIENT understands that IRE1 in ORIGINAL MATERIAL is experimental in nature and may have hazardous properties. The IRE1 PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF IRE1 WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of IRE1. The IRE1 PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of IRE1 by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of IRE1 PROVIDER as determined by a court of competent jurisdiction.

Nolan plasmid Ancillary Agreement

These Biological Materials are provided for non-clinical, non-commercial research purposes. RECIPIENT SCIENTIST may not distribute the Biological Materials including any progeny and any genetically engineered modification which is substantially based on and incorporates an essential
element of the Biological Materials to any other individual or entity without the prior consent of the Provider Scientist. Because the Biological Materials are experimental in nature, please note that they are provided without any warranties and that the Provider Institution or its employees have no liability in connection with their use.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

Sanford-Burnham Medical Research Institute Ancillary Agreement

This Ancillary Agreement modifies the Uniform Biological Material Transfer Agreement (UBMTA) clauses I (10) and II (5.c). The modifications to these clauses are:

I (10): "Screening compound libraries" when done solely for noncommercial, teaching, and academic research, is permitted and is not considered a use of the MATERIAL or MODIFICATIONS constituting a COMMERCIAL PURPOSE.

II (5.c): The sentence "It is recognized by the RECIPIENT that such COMMERCIAL PURPOSES may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its

ownership and intellectual property rights in the MATERIAL incorporated in the MODIFICATIONS." has been modified from the original sentence in the UBMTA in that "ownership and intellectual property rights" has replaced "ownership interest."

With regard to any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall control and take precedence.

Ancillary Agreement for Zinc-Finger Plasmids

Please consult the accompanying implementing letter for definitions of ORIGINAL MATERIAL, RECIPIENT, and RECIPIENT SCIENTIST regarding this transfer of the ORIGINAL MATERIAL.

By agreeing to this Ancillary Agreement, the RECIPIENT agrees to the following:

1) The ORIGINAL MATERIAL and any derived or modified product ("MODIFICATION") , or the use or manufacture of the ORIGINAL MATERIAL or MODIFICATION may be covered by third party intellectual property, including without limitation patents and/or patent applications controlled and/or filed by Sangamo BioSciences, Inc. (U.S. Patent Nos. 6,534,261, 6,607,882, 6,746,838, 6,794,136, 6,824,978, 6,866,997, 6,933,113, 6,979,539, 7,013,219, 7,030,215, Australian Patent Nos. 732017, 745844, European Patent Nos. 1,061,805, 1,364,020, Great Britain Patent Nos 2,348,424, U.S. Patent Application Publication Nos. 2003/0232410, 2005/0064474, 2006/0188987, and International Patent Application Publication No. WO 01/53480), and that

2) No licenses to any such intellectual property are granted hereunder. As a result, RECIPIENT's use of the ORIGINAL MATERIAL or MODIFICATIONS may require licenses from one or more third parties, and RECIPIENT accepts sole responsibility for obtaining any such licenses. The distribution of the ORIGINAL MATERIAL by Addgene is not meant to carry with it, and does not grant any license, express or implied, under any patent.

To learn how to obtain a license regarding the use of these plasmids, please visit www.addgene.org/sangamo.

Synthetic Protein

ORIGINAL MATERIAL may contain parts whose properties have not been characterized. PROVIDER is not responsible for any loss, damage, cost or expense arising out the unknown nature and behavior of the ORIGINAL MATERIAL.

University of Pittsburgh – PolB

Please consult the UBMTA for definitions of ORIGINAL MATERIAL, RECIPIENT, and COMMERCIAL PURPOSES regarding this transfer of the ORIGINAL MATERIAL.

The ORIGINAL MATERIAL may contain DNA polymerase B, which is the subject of certain issued or pending patents assigned to the University of Pittsburgh. Any use of the material for COMMERCIAL PURPOSES shall be subject to the execution of a licensing agreement with the University of Pittsburgh.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.

Vanderbilt-Cerulean

Please consult the UBMTA for definitions of ORIGINAL MATERIAL and RECIPIENT regarding this transfer of the ORIGINAL MATERIAL.

By agreeing to this ancillary agreement, the RECIPIENT acknowledges the following:

The ORIGINAL MATERIAL may contain Cerulean fluorescent protein, which is covered by certain issued (7,351,537) and pending patents owned by the Vanderbilt University.

RECIPIENT understands that the ORIGINAL MATERIAL is experimental in nature and may have hazardous properties. Vanderbilt University MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE ORIGINAL MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

In the event of any conflict between this Ancillary Agreement and the UBMTA, this Ancillary Agreement shall take precedence.