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## Special Notice

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Attached to this order confirmation is an end-user license agreement for the PiggyBac Transposon Technology from SBI. Please forward this to the appropriate end-user for their internal records. By accepting the attached Sales Order Confirmation, the customer agrees to the terms and conditions contained in the attached Customer Agreement.

For any questions regarding this customer agreement, please contact Jake Lesnik, at [jlesnik@systembio.com](mailto:jlesnik@systembio.com).



## Not-for-Profit End User Customer Agreement for piggyBac Vectors

The terms and conditions set forth below are in addition to the terms and conditions of sale published in the catalogue of System Biosciences, LLC, ("System Bio"). The terms and conditions set forth below and the terms and conditions of sale published in System Bio's catalogue shall hereafter collectively be referred to as the "Terms of Sale." Customer shall accept the Terms of Sale by submitting Customer's valid purchase order. Customer's purchase order shall not be binding on System Bio until the Terms of Sale has been accepted by System Bio. Customer agrees that no term or condition in Customer's purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer's purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows.

1. System Bio distributes *piggyBac* vectors under a license granted by Transposagen Biopharmaceuticals, Inc. ("Transposagen"). Transposagen maintains ownership of the *piggyBac* vectors. Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer.
  - a. System Bio grants Customer a limited license to use the vectors being purchased subject to the Terms of Sale.
  - b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as "Materials." Materials may be used by Customer, its Affiliates and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Methods using the Materials with heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer's expense.
  - c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer that includes at least the following conditions. A "Contract Service Provider" means an entity that performs fee-for-service contract research services for the benefit of Customer. A "Collaborator" means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement.
  - d. Each agreement with a Contract Service Provider shall (i) permit the use of Licensed Products by such Contract Service Provider solely for the internal research and discovery purposes of such Licensed Customer; (ii) acknowledge that the use of Materials with heterologous genes is covered by patent rights in US Patent No. 6,218,185; (iii) assign all right, title, and interest in and to any data, information, discoveries, or intellectual property rights resulting from or developed by the use of Materials by such Contract Service Provider to the Licensed Customer; (iv) prohibit the sale or transfer of such Materials by such Contract Service Provider to any third party; (v) obligate such Contract Service Provider to return to the Licensed Customer or destroy such Materials upon the completion of its services for such Licensed Customer; and (vi) prohibits the use of the Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus.
  - e. Each agreement with a Collaborator shall: (i) permit the use of Materials by such Collaborator solely for the research and discovery purposes of Licensed Customer; (ii) acknowledges that the use of Materials with heterologous genes is covered by patent rights in US Patent No. 6,218,185; (iii) assigns all right, title, and interest right in and to any data, information, discoveries, and intellectual property to such Licensed Customer, or, alternatively, grants such Licensed Customer an exclusive option to obtain an exclusive license to intellectual property rights resulting from or developed by the Collaborator through the use of Materials; (iv) prohibits the sale or transfer of such Materials by such Collaborator to any third party; (v) obligates such Collaborator to return to the Licensed Customer or destroy such Materials upon the completion of its collaborative research with such



Licensed Customer; (vi) prohibits the use of Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus; and (vii) prohibits the derivatization, cloning, or modification of Materials.

f. Customer acknowledges and agrees that Transposagen may be informed of Materials supplied to Customer.

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. SYSTEM BIO HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SYSTEM BIO MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. SYSTEM BIO AND TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Licensed Products have been exhausted.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to System Bio's reasonable satisfaction within thirty (30) days after default, System Bio may terminate this Agreement at its option.

6. TRANSPOSAGEN is not a party to this Agreement and has no liability to Customer, its Affiliates, Collaborators or Contract Service Providers, but TRANSPOSAGEN is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of TRANSPOSAGEN and are enforceable by TRANSPOSAGEN in its own name.