



**LIMITED USE RESEARCH LICENSE AGREEMENT  
FOR SUPER PIGGYBAC® VECTORS AND TRANSPOSASE**

Demeetra AgBio, Inc. (“**Demeetra**”), licenses its proprietary Super 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 of which 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**”). Demeetra and Customer are collectively referred to in this Agreement as the “**Parties**” and, individually, as a “**Party**.” Demeetra 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>	Demeetra AgBio, Inc. (“ <b>Demeetra</b> ”) _____	_____ (“ <b>Customer</b> ”)
<b>Contact</b>	<b>Address:</b> 2277 Thunderstick Drive, No. 300 Lexington, Kentucky 40505	
	<b>Phone:</b>	
	<b>Email:</b> asamuels@demeetra.com	
<b>Billing Contact</b>	<b>Address:</b>	
	<b>Phone:</b>	
	<b>Email:</b>	
<b>Company Authorizing Official</b>	<b>Signature:</b> _____	_____
	<b>Name:</b>	
	<b>Title:</b>	
<b>Effective Date:</b> _____		

## TERMS AND CONDITIONS

### 1. **Definitions**

**"Demeetra Intellectual Property"** means all rights that Demeetra possesses or controls in and to:

(a) certain granted and unexpired patents, together with any continuations, divisionals, continuations-in-part (to the extent claiming priority), reissues, reexaminations, renewals, extensions, and foreign counterparts thereof, including, without limitation:

(i) United States patents, including U.S. Patent Nos. 8,399,643; 9,546,382; 10,287,559; 10,131,885; and 11,485,959;

(ii) European patents, including EP 2401367 (validated in Switzerland, Germany, France, the United Kingdom, and Ireland) and EP 3184632 (validated in Switzerland, Germany, France, and the United Kingdom);

(iii) and all other patents and patent applications, in any jurisdiction worldwide, that share a common priority claim with any of the foregoing patents; and

(b) all related technical information, trade secrets, protocols, practices, methods, DNA sequences, know-how, data, materials, and other proprietary information controlled by Demeetra that are necessary or useful in Customer's use of the Product (collectively, **"Demeetra Technical Information"**).

**"Initial Term Fee"** means the license fee which is as follows:

(i) for Customers with 250 employees or less – five thousand USD (\$5,000); or

(ii) for Customers with more than 250 employees – ten thousand USD (\$10,000).

**"Yearly Term Fee"** means the annual license fee for continued access to the Product beyond the Initial Term, which is as follows:

(i) for Customers with 250 employees or less – twenty-five thousand USD (\$25,000) per year; or

(ii) for Customers with more than 250 employees – fifty thousand USD (\$50,000) per year.

**"Product"** means the biological material provided by Demeetra to Customer under this Agreement, namely, Demeetra'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 (i.e. activity for compensation) or clinical use of any kind (including, but not limited to, making products or providing services using cell lines, microbial cells or animal models created with the Products); (ii) production of biological material for scale-up activity for IND-enabling preclinical toxicological studies or equivalents or GMP manufacturing thereof or clinical activity for use in humans to treat, prevent, or palliate any disease or condition; and (iii) activity in any agricultural field trial, and 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, Demeetra grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license under the Demeetra 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 Demeetra Intellectual Property. All rights not expressly granted herein are reserved by Demeetra. Notwithstanding Customer's possession and use of the Product, Demeetra 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 Demeetra 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**

Demeetra AgBio, Inc., 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.

If Customer elects to enter into a Yearly Term, Demeetra will invoice Customer for the applicable Yearly Term Fee at the beginning of each Yearly Term, and Customer shall pay such invoice within thirty (30) days of receipt unless otherwise specified in the invoice.

### **4. Term**

The term of this Agreement commences on the Effective Date and extends for a period of six (6) months (the "**Initial Term**") and shall automatically expire thereafter unless earlier terminated. If Customer fails to pay the Fee in accordance with Section 1 and 3 the Agreement shall expire.

Notwithstanding the foregoing, if Customer wishes to continue to use the Product beyond the Initial Term, Customer may elect to enter into a yearly term (the "**Yearly Term**") by paying a flat annual fee as specified in Section 1 and 3. Each Yearly Term shall be for a period of one (1) year and may be renewed annually by payment of the applicable fee.

Commercial license terms for research and diagnostic products and services may be requested.

### **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. Demeetra 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 Demeetra that this has been done.

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

Customer acknowledges Demeetra's rights in the Intellectual Property. During this Agreement, and after any expiration or termination, Customer agrees not to challenge Demeetra's (or its successors and assigns) ownership or rights in the Intellectual Property. Customer agrees that it will not disclose Demeetra 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 Demeetra 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 Demeetra Technical Information.

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

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

## **8. Disclaimer of Warranties**

DEMEETRA 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 DEMEETRA 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. DEMEETRA'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) Demeetra 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 Demeetra's gross negligence or willful misconduct. Demeetra shall notify Customer promptly of Demeetra's receipt of notice of any claim for which indemnification may be sought. Notwithstanding the foregoing, the failure to give notice shall not impact Demeetra's right to indemnity. Customer shall have the right, but not the obligation, to control the defense of any claim for which Demeetra is seeking indemnification, provided that Customer will not settle any such claim without Demeetra's prior written consent unless such settlement fully releases Demeetra.

## **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 Demeetra, but Demeetra 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 [Demeetra.com](http://Demeetra.com).