

## MATERIAL TRANSFER AGREEMENT

**BY SUBMITTING A SALES ORDER AND OPENING THE PACKAGING ON ORIGINAL MATERIAL, RECIPIENT AGREES TO BE BOUND TO THE TERMS OF THIS MATERIAL TRANSFER AGREEMENT. IF RECIPIENT DOES NOT AGREE TO THESE TERMS, DO NOT OPEN THE PACKAGING ON THE ORIGINAL MATERIAL**

**Parties to this Agreement (“Agreement” or “MTA”):**

**Imanis Life Sciences, Inc. (“Imanis”)**

MN BioBuisness Center, 221 1<sup>st</sup> Ave SW STE 102, Rochester, Minnesota 55902

**Recipient Institution:** The institution listed in the Sales Order (“**Recipient**”)

**Recipient’s Address:** The address for the institution listed on the Sales Order

**Recipient’s Scientist:** the individual principal scientist or researcher identified in the Sales Order or otherwise designated by Recipient to Imanis at the time of purchase (“**Recipient Scientist**”)

**Recipient Scientist’s Address:** The primary laboratory or location of the Recipient Scientist

1. Definitions:

- a. Commercial Purposes: (i) the sale, license, lease, export, transfer or other distribution of the Material to entity not party to this MTA for financial gain or other commercial purposes and/or the use of the Material to provide a service to a person or entity not party to this MTA for financial gain; or (ii) to produce or manufacture for general sale or products for use in the manufacture of products ultimately intended for general sale.
- b. Contributor(s): any organization(s), entity(ies) and/or individual(s) providing technology and/or patent rights related to the Original Material.
- c. CRO: a third-party entity performing research under contract for Recipient.
- d. Effective Date: the date of last signature.
- e. Information: All information relating to Material or Modifications disclosed to Recipient by Imanis.
- f. Material: Original Material plus Progeny and Unmodified Derivatives.
- g. Modifications: Substances created by Recipient which contain/incorporate any form of the Material (Original Material, Progeny or Unmodified Derivatives).
- h. Original Material: any materials acquired from Imanis by Recipient as described on a Sales Order.
- i. Progeny: Unmodified descendant from the Original Material, such as virus from virus, cell from cell, or organism from organism, and any immediate or remote progeny of or descendant from organisms or cell lines containing the same genetic mutation(s) or lesion(s) as Material.
- j. Sales Order: an order submitted for Original Material in a form and format as determined by Imanis from time
- k. Transferee: an employee or contractor that is a principal scientist or researcher at another organization or at Provider’s organization.
- l. Unmodified Derivatives: Substances created by Recipient which constitute an unmodified functional sub-unit or expression product of the Original Material, e.g.,

subclones of unmodified cell lines, purified or fractionated sub-sets of the Material such as novel plasmids or vectors, proteins expressed by DNA or RNA, or antibodies.

## 2. General Scope of Use

- a. Limited Use of Material. Recipient may use the Original Material and Progeny only under the direction of Recipient's Scientist for the Research, subject to all of the restrictions set forth herein. No person authorized to use the Material shall be allowed to take or send the Original Material or any Progeny to any location other than the Recipient Scientist's Address, even within Recipient's organization, without Imanis' written consent.
- b. Limited Rights Granted. All Material is and remains the property of Imanis. Legal title to the Material shall be unaffected by this Agreement or the transfer made hereunder, and nothing in the Agreement grants Recipient any rights under any patents nor any rights to use the Material or any Modifications or process(es) derived from or with the Material for profit-making or Commercial Purposes. Nothing in this Agreement shall alter any rights the U.S. Government may have with respect to the Material.
- c. No Use in Humans. The Material shall in no event be used in human beings (including for diagnostic purposes). All research involving the Material (including but not limited to research involving the use of animals and recombinant DNA) and disposal of the Material shall be conducted in accordance with all federal, state, local, import/export and other laws, regulations, and ordinances governing such research including applicable NIH guidelines. Recipient will be solely responsible to obtain any necessary governmental permits or approvals to receive and handle the Material.
- d. Additional Restrictions/Limitations. Recipient acknowledges and agrees that Recipient's use of certain Material may require a license from a person or entity not party to this MTA, or be subject to restrictions that may be imposed by a person or entity not party to this MTA ("Third Party Terms"). To the extent of Imanis' knowledge of the existence of any such applicable rights or restrictions, Imanis will take reasonable steps to identify the same, either in Imanis' catalog of Material and/or through Imanis' customer service representatives, and to the extent they are in the possession of Imanis, Imanis shall make information regarding such Third Party Terms reasonably available for review by Recipient upon request. Recipient expressly acknowledges that if there is a conflict between this MTA and the Third Party Terms, the Third Party Terms shall govern. Use of the Material may be subject to the intellectual property rights of a person or entity not party to this MTA, the existence of which rights may or may not be identified in the Imanis catalog or website, and Imanis makes no representation or warranty regarding the existence or the validity of such rights. Recipient shall have the sole responsibility for obtaining any intellectual property licenses necessitated by its possession and use of the Material.

## 3. Modifications and Unmodified Derivatives.

- a. Recipient's Scientist's Non-Commercial Purposes Research Project. Modifications and Unmodified Derivatives may only be made and used by Recipient's Scientist for his/her research project(s) in Recipient's Scientist's laboratory. Except as provided below Recipient may only transfer Modifications and Unmodified Derivatives, subject to any Contributor rights, to CROs and only for purposes related to Recipient's Scientist's research project, and any such CRO must agree to be bound by the terms and conditions of this MTA as if a Recipient hereunder and to not further transfer such Material. No

- subsequent transfer or Commercial Purposes of such Material is permitted without Imanis' written permission. Upon completion of any contracted research, Recipient shall require CRO to either destroy Materials or return them to Recipient's Scientist.
- b. Non-Commercial Purposes Collaborative Research Project. Except as provided above Recipient may only transfer Modifications and Unmodified Derivatives, subject to any Contributor rights, to Transferee(s) in Recipient's Scientist's collaborative research project, so long as such Transferees agree to be bound by the terms and conditions of this MTA as if a Recipient hereunder and to not further transfer such Materials. For purposes of clarity, collaborative research project(s) shall not include any Commercial Purposes. No subsequent transfer of such Materials is permitted without Imanis' written permission. Upon completion of any collaborative research project, the Recipient shall require Transferee to either destroy such Materials or return them to Recipient's Scientist. If parties working on a collaborative research project need to obtain Original Material or Progeny, they should obtain Material directly for Imanis, as Material and Progeny may not be transferred. If such Materials are transferred, Recipient agrees to provide written notice to Imanis of any such transfer within a reasonable period after such transfer following the instructions available at: [info@imanislife.com](mailto:info@imanislife.com) so that Imanis may maintain a chain of custody of such Material. Recipient assumes all risk and responsibility in connection with the transfer of such Materials.
  - c. Sponsored Research. Recipient must obtain Imanis' written approval before entering into any sponsored research agreement in which the sponsor (other than the government) gains rights to intellectual property arising from research with the Material and/or Modifications.
  - d. No Other Transfers. Except as specifically provided in this section, Recipient shall not distribute, sell, lend or otherwise make available or transfer to a person other than the Recipient's Scientist or an entity not party to this MTA, the Material, for any reason, without Imanis' prior written agreement. Recipient assumes all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer, and Recipient's and its Transferees' use of, the Material including without limitation taking all appropriate safety and handling precautions to minimize health or environmental risk.
  - e. No Any Commercial Purposes. If Recipient desires to use the Material or Modifications for Commercial purposes, Recipient agrees that it must first negotiate a license or other appropriate agreement with Imanis and third parties as may be required, and it is further understood by Recipient that Imanis shall have no obligation to enter into such a license or agreement and in fact may grant exclusive or non-exclusive commercial licenses to others.
4. Confidentiality. Recipient must use reasonable efforts to hold confidential all Information identified as confidential at the time of disclosure and, if orally disclosed, then confirmed in writing or other tangible medium within thirty (30) days, except for Information that: (a) is now or will enter the public domain as the result of its disclosure in a publication, the issuance of a patent, or otherwise without the legal fault of the receiving party; (b) the receiving party can prove was in its possession at the time of the disclosure by the other party other than by prior disclosure by Imanis, or was developed by Recipient alone or in collaboration with a third party without knowledge of the Information, in each case as demonstrated by Recipient's written records; (c) comes into the hands of the Recipient by means of a third party who is entitled to make such disclosure and who has no obligation of confidentiality toward Imanis; or (d) must be disclosed pursuant to a court order or as otherwise required by law. Obligations of non-disclosure of Information shall survive the

termination or expiration of this Agreement, but not later than the fifth (5th) anniversary of the Effective Date of this Agreement.

5. Intellectual Property Rights

- a. No rights granted. Except as expressly provided in this Agreement, no rights are provided to Recipient under any patent applications, trade secrets or other proprietary rights of Imanis. In particular, no rights are provided to use the Material or Modifications for Commercial Purposes.
- b. Ownership. As between the parties, Imanis and/or its Contributors shall retain ownership of all right, title and interest in the Material. Recipient shall not take any action, and will cause its employees and representatives not to take any action, that is inconsistent with Imanis' ownership of to the Material. Imanis does not claim ownership of substances or Modifications produced as a result of Recipient's research with the Material that are not included in the definition of Material above; however, Imanis does retain ownership of any form of the Material included in such substances or Modifications and in any those substances created through the use of Material, but which do not contain or constitute Material. If use of the Materials results in an invention or discovery relating to the Materials, including without limitation, a new use, diagnostic method or diagnostic product (any and all of the foregoing an "Invention"), Recipient shall promptly disclose such Invention to Imanis. Recipient agrees not to disclose Inventions, the results, their underlying data and/or any conclusions drawn from the Research, orally or in writing (e.g. by submission of a manuscript, abstract, patent application or other planned publication) until Imanis has had thirty (30) days in which to review the intended disclosure and make recommendations or comments, provided however, Recipient shall retain editorial control and if no response is received from Imanis within the thirty (30) day, period Recipient will be free to disclose the intended disclosure.
- c. License. As consideration for the receipt of Materials from Imanis, Recipient hereby grants to Imanis under Recipient's rights in and to Inventions a world-wide, fully paid up, royalty-free, irrevocable, non-exclusive license to make, use, sell, offer for sale and import Inventions and the right to sublicense Imanis' research, development and commercial collaborators and contractors.
- d. Attribution. Recipient agrees and shall ensure each Transferee agrees to acknowledge Imanis and any Contributor indicated by Imanis as the source of the Material in all research, academic or scholarly publications and in patent applications that reference the Material. If required by the Contributor of the Material, Imanis may inform the Contributor of Recipient's identity. Recipient explicitly acknowledges that all trademarks are the exclusive property of Imanis and Recipient expressly agrees not to use the trademarks without Imanis' prior written agreement.

6. Disclaimers. Any Material delivered pursuant to this Agreement is understood to be experimental in nature, and IMANIS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS 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 RIGHTS.

7. Limitations. In no event shall Imanis be liable for any use by Recipient of the Material or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with the

Recipient's use, handling, storage, or disposal of the Material, except as such claims, demands, costs, or judgments may arise from Imanis' gross negligence or willful misconduct. Recipient assumes responsibility for, and agrees to indemnify and hold harmless Imanis and Imanis' trustees, officers, agents, and employees from any liability, loss, or damage they may suffer as a result of any claims, demands, costs, or judgments against them arising out of the use, handling, storage, or disposal of the Material by Recipient, except as such claims, demands, costs, or judgments may arise from Imanis' gross negligence or willful misconduct.

8. Indemnification.

- a. By Non Profits. If Recipient is a Federal or State non-profit organization or foreign organization that is prohibited by law from entering into the indemnification obligation set forth in the subsequent paragraph, Recipient assumes all liability for any and all third party claims, losses, expenses and damages, including reasonable attorneys' fees (collectively "Claims") arising out of or relating to Recipient's and its Transferees' use, receipt, handling, storage, transfer, disposal and other activities relating to Material, provided that Recipient's liability shall be limited to the extent that any such Claim arises out of Imanis' gross negligence or willful misconduct, and provided further that if the Recipient is the U.S. federal government or a state institution or a foreign equivalent organization such Recipient assumes such liability only to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 et seq. or under equivalent applicable State or foreign law.
- b. By For Profits. If Recipient is a for-profit organization or a private non-profit organization, Recipient hereby agrees to indemnify, defend and hold harmless Imanis and its Contributors against all third party claims, losses, expenses and damages, including reasonable attorneys' fees (collectively "Claims") arising out of or relating to Recipient's and its Transferees' use, receipt, handling, storage, transfer, disposal and other activities relating to Material, provided that Recipient's liability shall be limited to the extent that any such Claim arises out of Imanis' gross negligence or willful misconduct. All non-monetary settlements of any such Claims are subject to Imanis' prior written consent, such consent not to be unreasonably withheld.

9. Term/Termination.

- a. Term of Agreement. This Agreement will commence on the Effective Date and terminate on the earliest of the following dates: (1) when the Material becomes generally available, for example, through reagent catalogs or from a repository under the Budapest treaty, in which case Recipient shall be bound by the least restrictive terms applicable to Material obtained from the then-available sources, or (2) on completion of Recipient's proposed research studies with the Material, or (3) on thirty (30) days written notice by either party to the other, or (4) three (3) years from the date that this Agreement is signed by Imanis.
- b. Effect of Termination. On termination of this Agreement, Recipient will discontinue its use of the Material and will, unless otherwise directed by Imanis, return or destroy the Material. Recipient will also either destroy Modifications or remain bound by the terms of this Agreement as they apply to Modifications. Sections 3, 4, 5, 6, 7, 8, 9(b) and 10 shall survive termination.

10. General. This Agreement constitutes the complete and exclusive agreement between Imanis and Recipient with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This



Agreement may not be amended except in writing and executed by both parties. This Agreement is not assignable by Recipient without the prior written consent of Imanis, and shall be governed by the laws of the State of Minnesota, without reference to its choice of law provisions. Any breach of this Agreement by Recipient, including but not limited to any breach of the scope of use provisions of this Agreement, will entitle Imanis to immediately cease without notice to Recipient further shipments of Material and may create such irreparable injury as to entitle Imanis to seek temporary restraining orders and other preliminary or permanent injunctive relief in addition to all other equitable and legal remedies that may be afforded under US or foreign laws.