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Special Notice

Enclosed is a copy of the Limited Use Label License (LULL) for Commercial customers governing the use of piggyBac technology as provided by System Biosciences (SBI) under the terms of their license from Hera BioLabs.

Prior to shipping any order for piggyBac products to a Commercial (For-Profit) entity, a copy of this LULL must be signed and executed by the customer and Hera BioLabs. To receive an executable copy of this LULL for electronic signature, please send your request to the SBI Orders Team at orders@systembio.com, including the name and email of the signatory for the LULL.

No piggyBac orders for Commercial customers will be fulfilled until a copy of this LULL has been fully executed by the recipient company.

For any questions regarding this LULL, please contact Jake Lesnik, at jlesnik@systembio.com.



LIMITED USE LABEL LICENSE FOR PIGGYBAC™ VECTORS AND TRANSPOSASE -Commercial User

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Information in this document is subject to change without notice.

LIMITED USE LABEL LICENSE FOR PIGGYBAC VECTORS AND TRANSPOSASE: For purposes of this Agreement “Research” means: (i) basic research, drug discovery, drug development and diagnostic purposes conducted prior to selection of clinical candidates and not conducted for consideration or otherwise excluded hereunder as defined below as “Commercial” and “Developmental” purposes. The purchase of this product conveys to the buyer a limited, non-exclusive, non-transferable license under Hera Intellectual Property to use this product and components of this product only to perform internal research for the sole benefit of the buyer **(i) for a period of 4 (four) months from the date of receipt of the product (the “Evaluation Period”)** and (ii) thereafter, for successive one-year terms, the “Annual Period” unless buyer notifies Hera in writing of its intent not to renew this license at least 30 days prior to the beginning of any Annual Period. Within 30 days before or after the first day of each Annual Period, Hera shall invoice buyer for the license fee (Exhibit A) covering the commencing Annual Period. **Should buyer not pay the annual license fee by the date specified in the invoice, this license shall automatically be terminated. Such termination will require buyer to destroy all piggyBac vectors and transposase materials including all proprietary materials of Hera that were provided to buyer, including all reagents, cell lines and animal models that contain Hera’s technology or that were created with Hera’s technology.** Should buyer have questions about the license and license fees please contact Hera at services@herabiolabs.com.

If applicable, the buyer may also use standard molecular biology techniques to make additional copies of the piggyBac transposon for purposes of internal research for the sole benefit of the buyer, but not the transposase which must be purchased from System Biosciences. The buyer cannot sell or otherwise transfer (a) this product, (b) its components, or (c) materials, cells, or organisms made using this product to a third party, or otherwise use this product, its components, or materials, cells, or organisms made using this product or its components for any Commercial Purpose or Development Purpose; with the sole exception that buyer may transfer this product, its components, and/or materials, cells, or organisms made using this product or its components to (i) the buyer’s legal affiliates, (ii) contract service provider and/or (iii) scientific collaborators and non-profit organizations for internal research for the sole benefit of the buyer and not for Commercial Purpose or Development Purpose, provided that the buyer will obtain a signed copy of this limited use label license made available upon request from Hera with any such transfer. If this product is subject to multiple limited use label licenses, the terms of the most restrictive limited use label license shall control.

“Commercial Purpose” means any activity for consideration, including but not limited to: (a) any use, directly or indirectly, in manufacturing, production, production of biomolecules or quality control; (b) any use to provide a service, information, or data for consideration; (c) any use for therapeutic, diagnostic or prophylactic purposes; or (d) any sale, resale, leasing, or licensing, whether or not for research purposes.

“Development Purpose” means any: (a) clinical activity following IND-enabling preclinical toxicological studies or equivalents thereof; (b) activity in any agricultural field trial, including any such field trial that would be subject to regulation by the United States Department of Agriculture if the plants were to constitute genetically engineered organisms under 7 C.F.R. § 340 (or any successor regulation); (c) activity directed towards the submission of data to the United States Department of Agriculture, or any equivalent regulatory agency outside of the United States, in support of an application for clearance, approval or deregulation by such agency; (d) scale-up activities, the primary focus of which is to increase from small-scale to production-scale.

“Hera Intellectual Property” means: (a) certain patents and/or patents pending and (b) technical information, trade secrets, protocols, practices, methods, DNA sequences and other knowledge, information and skills controlled by Hera (“Hera Know-How”), that are necessary and/or useful in buyer’s use of this product.

Hera has the requisite corporate power and authority to enter into this license to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

For information on obtaining additional rights to the product for any use not permitted herein, please contact us at services@herabiolabs.com.

IN WITNESS WHEREOF, purchaser has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.



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By: _____

Name: _____

Purchaser Organization: _____

Contact for licensing Email/Phone/Address:

Title: _____

Date: _____

Accepted by Hera

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: License Fees

Fee class	Companies with under 50 employees	Companies over 50 employees
Annual Period	\$25,000	\$50,000