<u>The following is the terms of Use and Limited licenses provided by our licensors which</u> <u>GenAhead Bio wishes our clients to observe for the request of genome editing.</u>

GenAhead Bio

Page No.:1/3

Terms of Use License by ERS Genomics (Exhibit B)

BEFORE PLACING AN ORDER OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR PURCHASE OF THIS PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Certain commercial entities and/or activities performed at commercial entities may require additional contract rights from ERS Genomics Limited which are not granted through the purchase of this product. For additional information please see https://www.ersgenomics.com/licensing/

The purchaser receives a non-exclusive, non-transferable license for use of the Product, Progeny (meaning any unmodified descendant form of the Product), Modifications (meaning any modifications of the Product) and Unmodified Derivatives (meaning any substances created by the purchaser which constitute an unmodified functional subunit or product expressed by the Product) for RESEARCH USE ONLY, which, subject to the exclusions below, includes use to discover and develop any product, including therapeutic products, which may then be sold to third parties, provided, however, that such products do not incorporate the Product, Progeny, Modifications, or Unmodified Derivatives.

No "Commercial Use" is allowed. Commercial Use means any and all uses of the Product including, but not limited to, plasmids, Progeny, Modifications or Unmodified Derivatives thereof, or any modified cells or organisms created through use of the foregoing, including but not limited to:

- (1) Sale, whether or not such sale is limited for use in research;
- (2) Provision of a service to a third party;
- (3) Use in any diagnostic, preventative, or therapeutic application;
- (4) Use in any veterinary, livestock or agricultural application;
- (5) Use in later stage development of therapeutics, diagnostics, or prophylactics; and
- (6) Manufacturing of a product for sale.

Ownership of the Product is transferred to the purchaser solely for use as permitted in this license. All data generated by the purchaser using the Product shall be owned by the purchaser.

The purchaser shall have no right to grant sub-licenses under this license. The Product, Progeny, Modifications or Unmodified Derivatives thereof, licensed to the purchaser must at all times remain in the possession of the purchaser, except for a transfer to a scientific collaborator or to a service provider, to perform services, solely on behalf of the purchaser.

26-1, Muraoka-Higashi 2-chome, Fujisawa, Kanagawa. 251-0012, Japan info@genaheadbio.com

The following is the terms of Use and Limited licenses provided by our licensors which GenAhead Bio wishes our clients to observe for the request of genome editing.

GenAhead Bio

Page No.:2/3

Limited License

The term "Limited License" means a license granted by GenAhead Bio or its Affiliates to a Third Party or to an Affiliate that is the final purchaser or transferee of the Product (a "Limited Licensee") conveying to such Limited Licensee the non- transferable right to use Product(s) purchased from GenAhead Bio or its Affiliates or Distributor, and any Products made by Limited Licensee, solely for research conducted by such Limited Licensee or by a Third Party contract organization solely on behalf of such Limited Licensee in accordance with all of the following requirements.

The Limited License shall be in written form or in electronic format, and specify that

- (i) the Limited Licensee shall not use Products to perform services for the benefit of any other person or entity or sell or otherwise transfer Products (including without limitation any material that contains a Product in whole or in part) to any other person or entity except
 - (1) as otherwise permitted under license to Limited Licensee from Broad or as otherwise permitted by Broad for non-profit use as provided at https://www.broadinstitute.org/partnerships/officestrategic-alliances-and-partnering/information-about-licensing-crispr-genome-edi or
 - (2) to a Third Party contract organization to the extent such Third Party contract organization
 (A) provides the service of generating only information or data on behalf of a Limited Licensee through the use of the Products,
 - (B) does not otherwise make use of the Patent Rights in providing such services to such Limited Licensee;
- (ii) the Limited Licensee shall use only the purchased amount of the Products purchased from GenAhead Bio or its Affiliates or Distributor, and shall use Products and components of the Products only for its internal research within the Field, which may include internal research within the Field in connection with product research, but not for the production, manufacture or exploitation of any product or Product or any Commercial Purposes;
- (iii) the Limited Licensee shall use Products in compliance with all applicable laws and regulations, including without limitation applicable human health and animal welfare laws and regulations;
- (iv) Institutions shall provide no warranties of any kind to the Limited Licensee (statutory or implied) concerning the Intellectual Property or Products, including without limitation, as to product quality, condition, description, merchantability, fitness for a particular purpose, noninfringement of intellectual property rights or the absence of latent or other defects, and all such warranties are hereby expressly disclaimed;
- (v) Institutions shall expressly disclaim any warranty regarding results obtained through the use of the Products, including without limitation any claim of inaccurate, invalid, or incomplete results;
- (vi) Institutions and their directors, trustees, officers, employees, agents, faculty, affiliated investigators, and students, shall have no liability to the Limited Licensee, including, without limitation, for any loss of use or profits, business interruption or any consequential, incidental, special, or other indirect damages of any kind, regardless of how caused and regardless of whether an action in contract, tort, strict product liability or otherwise;

26-1, Muraoka-Higashi 2-chome, Fujisawa, Kanagawa. 251-0012, Japan info@genaheadbio.com

<u>The following is the terms of Use and Limited licenses provided by our licensors which</u> <u>GenAhead Bio wishes our clients to observe for the request of genome editing.</u>

GenAhead Bio

Page No.:3/3

- (vii) the Limited Licensee shall indemnify, defend and hold harmless the Indemnitees and HHMI Indemnitees against any liability, damage, loss, or expense (including without limitation reasonable attorneys' fees and expenses) incurred by or imposed upon any of the Indemnitees or HHMI Indemnitees, as applicable, in connection with any claims, suits, investigations, actions, demands or judgments arising out of or related to the exercise of any rights granted to the Limited Licensee under the Limited License or any breach of the Limited License by such Limited Licensee, provided that, to the extent the foregoing is not permitted by law, the Limited Licensee agrees, to the extent permitted by law, that it, and not the Indemnitees or HHMI Indemnitees, as applicable, shall be responsible for any liability, damage, loss or expense arising out of or related to the exercise of any rights granted to the Limited Licensee under the Limited License or any breach of the Limited License by Limited Licensee; and
- (viii) the Product and its use may be the subject of one or more issued patents or pending patent applications owned by one or more Institutions and the purchase of the Product does not convey a license under any claims in the foregoing patents or patent applications directed to the Product or use, production, or commercialization thereof, except as expressly set forth in the Limited License.

Any Product sold or otherwise transferred by GenAhead Bio shall have a limited use label that is consistent with the preceding sentence. The Limited License shall not contain any restrictions on the use of Products by non-profit institutions other than those set forth in the foregoing clauses (i) – (viii), including without limitation any reach-through rights (including without limitation any right to receive payment) with respect to products or discoveries made, discovered, derived, identified, or selected using such Products. Any sale or other transfer of any Product by GenAhead Bio or its Affiliates to a Third Party, or to an Affiliate that is the final purchaser or transferee of the Product, that is not subject to a Limited License is hereby deemed a material breach of GenAhead Bio's obligations under this Agreement.

For clarity, to the extent the performance, sale or offer for sale of any Process involves the sale, provision, or other transfer of a Product to a Limited Licensee by GenAhead Bio or its Affiliates, such Product shall be transferred subject to a Limited License. Nothing in this Limited License shall be construed to confer any rights upon Limited Licensee by implication, estoppel, or otherwise as to any technology or patent rights of Broad or any other entity other than the Intellectual Property. In addition, nothing in this Limited License shall be construed to confer upon Limited Licensee or any Third Party any rights under or to the Intellectual Property outside of the Field

"Broad" means BROAD INSTITUTE, HHMI means Howard Hughes Medical Institute and "Institutions" means BROAD INSTITUTE, Massachusetts Institute of Technology, Harvard College, The University of Iowa Research Foundation, The University of Tokyo, The Rockefeller University, New York University, New York Genome Center, and Whitehead Institute of Biomedical Research collectively.

26-1, Muraoka-Higashi 2-chome, Fujisawa, Kanagawa. 251-0012, Japan info@genaheadbio.com