

**FLUORESCENT PROTEIN LIMITED USE LICENSE**  
**For the Guide-it™ CRISPR Genome-Wide sgRNA Library System - 632646**

**IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY:** This Fluorescent Protein Limited Use License Agreement (“Agreement”) is the legal agreement between you, your For-Profit Organization (hereinafter collectively “Licensee”) and Takara Bio USA, Inc., (“TBUSA”) for the limited non-commercial use of the mCherry fluorescent protein purchased hereunder (hereinafter “FPs”). The purchase of the Guide-it CRISPR Genome-Wide sgRNA Library System, containing the FP, (“Product”) is subject to your acceptance of the terms and conditions set forth in this Agreement. Your order for Product(s) will be delivered to you only when you sign and return this Agreement to TBUSA via email at [licensing@takarabio.com](mailto:licensing@takarabio.com).

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1. **FPs Are For Non-Commercial Use Only.** TBUSA hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable and limited license under the Patent Rights (defined below) to use the FPs purchased hereunder solely for Research in accordance with the terms of this Agreement. Licensee shall use the FPs solely for the purpose of conducting internal, non-commercial scientific research in Licensee’s laboratory within Licensee’s For-Profit Organization (hereinafter, such activities defined as “Research”), provided that Research does not include any right to make any deliberate or intentional modifications of any FP that results in a Modified FP (defined below). Licensee may allow its employees access to the FPs for purposes consistent with this agreement, provided however, that prior to providing such access, Licensee will advise such individuals of the proprietary nature of the FPs. Licensee shall remain liable for the actions of such individuals.
2. **License Fee and Payment.** In consideration of the license granted to Licensee under Section 1, Licensee shall pay to TBUSA a one-time non-refundable, non-creditable license fee of \$2,000.00 USD. TBUSA shall invoice Licensee for the above license fee upon acceptance of this Agreement. Licensee shall pay the amount stated on the invoice within thirty-days from the date of the invoice. Any amount not paid when due will bear interest of one and a half percent (1.5%) per month or such lesser amount that is the maximum amount permitted by law from the due date until paid.
3. **Modified FP.** Licensee shall not make any deliberate or intentional modification to any FP that results in such FP having altered spectral or biological properties (“Modified FP”), including but not limited to alterations in: half-life of either mRNA or protein, absorbance or emission spectra, brightness, propensity to aggregate or oligomerize, or biocompatibility of the FP in a cell, tissue or organism; provided, however, that Modified FPs shall not include fusion proteins made solely by fusing of a peptide-expressing nucleic acid sequence to the coding region of a FP or the cloning of a promoter element in front of the coding region of an FP. Any Modified FP made in breach of this Agreement or incidentally through Licensee’s use of the FP under the terms of this Agreement shall be owned by TBUSA and Licensee hereby assigns to TBUSA any and all rights in and to such Modified FP. At no additional cost to TBUSA, Licensee shall reasonably assist TBUSA in the perfection and enforcement of such rights.
4. **Disclosure.** Licensee shall promptly and fully disclose to TBUSA in writing any Modified FP that results from Licensee’s use of any FP, whether made in breach of this Agreement or incidentally through Licensee’s use of FPs under the terms of this Agreement, including modifications to DNA, RNA, or protein.
5. **Prohibited Uses.** Licensee shall not:
  - i. Offer the FP or any component, derivative or modification of any FP for resale; or distribute, transfer, loan, or otherwise provide access to the FP or any component, derivative or modification of the FP to any third party for any purpose, including transfer of the FP as a component of a kit;
  - ii. Provide services to a third party using the FP (including screening and profiling services);
  - iii. Use the FPs in any process to manufacture a product intended for sale or commercial use;
  - iv. Authorize any third party to use or sell any FP or derivatives thereof; or
  - v. Use the FPs in quality control and quality assurance processes including food and environmental testing; or
  - vi. Use of somatic hypermutation to generate any polypeptide or protein.
6. **Compliance with Laws.** Licensee understands that the FPs are to be used with caution and prudence in any experimental work. Accordingly, Licensee will adhere to all applicable state and federal laws, guidelines and regulations governing research with such materials. Licensee acknowledges that the FPs shall not be used for any experiment or activity where a for-profit organization funds, in whole or in part, such activity or possesses any present or future intellectual property or contract right in such activities. In no event are the FPs to be used for testing in or treatment of humans, including use in *in vitro* or *in vivo* diagnostic testing; or as a drug. Licensee shall bear all risk to Licensee or any others resulting from Licensee’s use of the FPs.
7. **Property Rights.** TBUSA and its licensors reserve all of their rights not expressly granted herein and no implied or other licenses are granted. The FPs are provided under at least one of the patents or patent applications listed on Attachment A. The patents and applications listed on Attachment A, any and all patents and applications for patents issuing thereon or claiming priority thereto, any foreign counterparts thereof, and all divisions, continuations, continuations-in-part, substitutions, extensions, reissues, reexaminations, renewals for any such patents and patent applications, or any equivalents thereof, shall be herein collectively referred to as “Patent Rights”. Without limiting the foregoing, Licensee expressly recognizes the exclusive ownership and right of TBUSA in and to all names and trademarks associated with any of the FPs, including but not limited to the Living Colors® trademark.
8. Except for disclosures required by law, each PARTY agrees to keep in strict confidence the terms and conditions of this Agreement, and further agrees not to disclose the identity, interest or participation of the other PARTY in connection with the subject matter of this Agreement or the relationship of the PARTIES hereunder without the prior written consent of the other PARTY. Notwithstanding the foregoing or anything to the contrary in this Agreement, TBUSA may disclose and provide a complete copy of this Agreement to its licensors.
9. **Indemnification.** LICENSEE agrees to indemnify, defend and hold harmless TBUSA and its licensors, including the Regents

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10. **ASSUMPTION OF RISK.** THE ENTIRE RISK AS TO THE PERFORMANCE, SAFETY AND EFFICACY OF ANY FPS IS ASSUMED BY LICENSEE. INDEMNIFIED PARTY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS TO LICENSEE OR ANY OTHER PERSON OR ENTITY, REGARDLESS OF LEGAL THEORY, BASED ON ANY ACTIVITY UNDERTAKEN IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE DEVELOPMENT, MANUFACTURE USE, SALE OR OTHER DISPOSITION OF FPS AND ALL ACTIVITIES ASSOCIATED THEREWITH. THE ABOVE LIMITATIONS ON LIABILITY APPLY EVEN THOUGH INDEMNIFIED PARTY MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, LOSS OR DAMAGE. LICENSEE SHALL NOT MAKE ANY AGREEMENTS, STATEMENTS, REPRESENTATIONS OR WARRANTIES OR ACCEPT ANY LIABILITIES OR RESPONSIBILITIES WHATSOEVER WITH REGARD TO ANY PERSON OR ENTITY WHICH ARE INCONSISTENT WITH THIS SECTION 9.

11. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TBUSA 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. TBUSA MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALIDITY OR SCOPE OF ANY PATENT RIGHTS OR THAT THE USE OF THE FPs OR PATENT RIGHTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, AND TBUSA EXPRESSLY DISCLAIMS ANY LIABILITY THEREFOR.

12. **Right To Publish.** Licensee shall have the right to publish scientific articles and give public presentations stemming from Licensee's use

of the FPs within the scope of this Agreement, excluding any results that report on the development and/or use of a Modified FP. In all such publications, Licensee agrees to acknowledge TBUSA as the source of the FPs.

13. **Term.** This Agreement shall commence upon opening of the product packaging or initial use of the FPs (the "Effective date") and continue in full force as long as Licensee uses the FPs during the term of the Patent Rights in compliance with the terms and conditions of this Agreement, unless terminated earlier in accordance with this Article 13 or Article 15. Without limiting its other rights and remedies, TBUSA shall have the right to terminate this Agreement for any breach or default by Licensee that is not cured within thirty (30) days after a written notice from TBUSA describing such breach or default.

14. **Effects Of Termination.** Upon Termination of this Agreement, Licensee must return or destroy all FPs in Licensee's possession. Licensee may no longer use the FPs. The rights and obligations under Sections 2, 3, 6, 7, 8, 9, 12, 15 and 17 shall survive any termination of this Agreement.

15. **No Assignment.** This Agreement is not transferable or assignable by Licensee.

In the event that TBUSA's agreement with one or more of its licensors terminates for any reason, the relevant portion of this Agreement (if any) shall be automatically assigned to the applicable licensor, with the exception that if Licensee is then in breach of this Agreement, this Agreement shall be automatically terminated with respect such relevant portion. In the event of an assignment to TBUSA's licensor of a relevant portion of this Agreement, (i) such licensor will not be bound by any grant of rights broader than, or required to perform any obligation other than, the rights and obligations contained in such licensor's agreement with TBUSA; (ii) such licensor shall have the sole right to modify the assigned portion of this Agreement, and Licensee shall remain bound; and (iii) except as modified by the foregoing, the same applicable financial terms as under this Agreement shall apply.

16. **Governing Law.** All matters affecting the interpretation, validity, and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of law principles. The parties hereby irrevocably consent to the personal jurisdiction of the United States Federal District Court for the Northern District of California or state courts located in Santa Clara County in California.

17. **Severability.** If any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

18. **Entire Agreement.** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and all prior agreements, understandings or representations whether expressed orally or in writing are void.

**Licensee has read the terms and conditions set forth above and hereby agrees and accepts thereof by having caused this**

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Agreement to be executed by the signature of its authorized representatives below.

**LICENSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For-Profit Organization:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Country and Zip Code)

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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**ATTACHMENT A - Patent Rights**

<b>Application Serial No./ Patent No.</b>	<b>Title of Application</b>
EP 1456223	<i>Rapidly Maturing Fluorescent Proteins and Methods For Using the Same</i>
EP 1494697	<i>Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making Same</i>
JP 5221308	<i>Non Aggregating Fluorescent Proteins and Methods for Using the Same</i>
US 7,005,511	<i>Fluorescent Protein Variants and Methods for Making Same</i>
US 7,157,566	<i>Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making the Same</i>
US 7,329,735	<i>Fluorescent Protein Variants And Methods For Making Same</i>
US 7,687,614	<i>Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making the Same</i>
US 8,093,450	<i>Non Aggregating Fluorescent Proteins and Methods for Using the Same</i>
US 8,431,769	<i>Non Aggregating Fluorescent Proteins and Methods for Using the Same</i>
US 8,664,471	<i>Rapidly Maturing Fluorescent Proteins and Methods For Using the Same</i>