

## AVANTBIO PRODUCT LIMITED USE AGREEMENT

By acceptance of AvantBio's products (e.g. CRYOVIVE™, HKSdaFREE™, HKGE™, HKGE2™, HKSdaFREE2™, HKGE3™, HFSdaFREE™, HFSdaFREE2™, HFGE™, HFGE2™) and any other similar or dissimilar AvantBio products, whether purchased or received free of charge (herein "the transferred products"), the buyer or transferee (herein "the recipient") agrees to the terms of this Limited Use Agreement for the products, as follows:

**ALLOWED USAGE OF AVANTBIO'S TRANSFERRED PRODUCTS:** The recipient agrees to use (herein "the use") the transferred products only for research or experimental laboratory purposes performed by the recipient. As such, the recipient is granted the right to use the transferred products in the laboratory research or experimental laboratory settings (e.g., testing, performance testing, preclinical testing), regardless of whether or not the recipient is an academic non-profit or for-profit organization, or a corporate for-profit organization. The transferred products or material(s) made through the use of the transferred products, are not to be secondarily transferred by the recipient to any third party for any use whatsoever, including redistribution, resale, laboratory, preclinical laboratory or clinical use. The recipient agrees that the transferred products or material(s) made through the use of the transferred products will only be used by the recipient, at their facilities for non-commercial purposes.

**DISALLOWED USAGE OF AVANTBIO PRODUCTS:** The recipient agrees that the transferred products or material made through the use of the transferred products will not be utilized for any therapeutic, prophylactic or diagnostic purposes in humans or other animals, or any other purposes in humans or other animals. Further, the recipient agrees to not perform any analytical activity on the transferred products, or material made through the use of the transferred products, that could result in the determination of the identity or concentration of the transferred product's individual components (e.g., reverse engineering). Similarly, the recipient agrees to not assist, solicit, help, enable, and/or contribute to the performance by others of any analytical activity on the transferred products or material made through the use of the transferred products that could result in the determination of the identity or concentration of the transferred product's individual components. The recipient also agrees that they will not resell or sell the transferred products or material made through the use of the transferred products to third parties or otherwise use the transferred products, or material made through the use of the transferred products for any other commercial consideration with third parties. Furthermore, the recipient agrees to be legally responsible and hold AvantBio harmless for any regulatory/legal requirements, costs, losses or any potential or real damages associated with the secondary shipping, transfer, export or import of the transferred products from the United States or its territories to countries outside the United States or its territories.

**FUTURE USAGE OF AVANTBIO'S TRANSFERRED PRODUCTS:** The following activities, which use either the transferred products, or downstream material made through the use of the transferred products for commercial purposes or any other commercial consideration with third parties, can only be granted to the recipient under future and separate agreements with AvantBio Corporation. Examples that require future and separate agreements include: 1.) The commercial use of the transferred products or material made through the use of the transferred products for therapeutic purposes, prophylactic purposes, diagnostic purposes, cosmetic, cosmeceutical or any other related purpose in (or for) humans and other animals, 2.) The resale or sale of the transferred products, or the resale or sale of products or material made through the use of the transferred products, or any other commercial activities for consideration with third parties.

**ADDITIONAL INFORMATION:** If the recipient cannot agree to the terms of this Limited Use Agreement for the transferred products, AvantBio will accept the return of your unused the transferred products, and will provide any reasonable reimbursement due to the recipient. The recipient agrees that AvantBio's products are subject to limited availability without prior notice and are also not warranted for any specific use or performance level, as also described in AvantBio's Forward Looking Statement (see: <http://www.avantbio.com/legal-statement/> ). The recipient also agrees that this Limited Use Agreement shall be construed under and be governed in all respects by the laws of the United States of America (USA).