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TERMS AND CONDITIONS:

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4. Upon approval of Recipient’s order by ATCC, the ATCC MTA and this Evaluation License shall come into effect. The ATCC MTA and this Evaluation License shall remain in effect for a period six (6) months from the date of the last signature below. This Evaluation License is non-renewable. Subject to Recipient’s compliance with the terms and conditions of this Agreement, Recipient may, at Recipient’s sole discretion, convert this Evaluation License to a non-exclusive, research-use license under terms and conditions of a separate license agreement with ATCC.
5. In consideration for Recipient’s order, upon placing the order Recipient Organization will pay to ATCC an order fee in the amount indicated in the ATCC catalog for each TERT-containing Biological Material requested.
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 - b. in human clinical research;
 - c. in the manufacture of a product intended for sale or of a component or intermediate of such a product; or

- d.in the discovery, research, development, manufacture or sale of a product that:
 - i acts by detecting or measuring telomere length, telomerase activity, telomerase RNA, or TERT mRNA or protein.
 - ii acts through a response to the presence or absence of: (1) telomerase RNA, the gene encoding telomerase RNA or its promoter sequence; (2) the telomerase catalytic protein, the gene or mRNA encoding the telomerase catalytic protein, or its promoter sequence. This includes, without limitation, a product that triggers an immune response to telomerase or any component thereof, or targets cells for a cytotoxic effect through the expression of a gene controlled by a telomerase promoter.
 - iii acts by modulating telomerase activity or telomere length (including, without limitation, inhibiting or activating telomerase); or
 - iv uses isolated human stem cells or cells derived therefrom for therapeutic purposes.

7. Recipient acknowledges that any use of the Tangible Property outside of the Field of Use requires a separate license from Geron under the United States and foreign patents and patent applications listed herein; all continuing applications thereof, including divisionals, substitutions, and continuations-in-part, any patent issuing on any of the foregoing applications, including reissues, reexaminations and extensions, and all foreign applications and patents corresponding to any of the foregoing:.

U.S. Patent/Patent Appl. nos.: 6,261,836;
 6,337,200; 09/438,486; 09/432,503;
 10/054,295; 08/974,584; 09/721,477;
 09/721,506; 10/044,539
 UK Patent No. 2317891
 Hong Kong Patent Appl. No. 01107160.8
 Canada Patent Appl. No. 2267644
 China Patent Appl. No. 97180256.4
 Israel Patent Appl. No. 129103
 Australia Patent no. 48073/97
 Japan Patent Appl. Nos. 9-286182; 10-320169; 2000-227474; 10-516909.

European Patent/Patent Appl. nos.: EP 0841396;
 03075454.3; 979107985.1

Switzerland Patent No. 689672
 Korea Patent Appl. No.: 1019997002838
 Singapore Patent Appl. No. 64216
 Brazil Patent Appl. No. P19712254-8
 Norway Patent Appl. No. 19991588
 New Zealand Patent no. 334709

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- 9. Recipient will use the Tangible Property in compliance with all applicable laws, governmental regulations and guidelines, including current applicable National Institutes of Health guidelines and any other regulations or guidelines pertaining to research that may be applicable to the Tangible Property.
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- 13. ATCC will be entitled to terminate this Agreement in the event of breach by Recipient by providing thirty (30) days prior written notice to Recipient.
- 14. Upon termination under paragraph 4 or Recipient's decision not to convert this Evaluation License to a non-exclusive license, or failure to execute such non-exclusive license within six (6) months after this Evaluation License expires, Recipient shall destroy the Tangible Property and provide ATCC with written confirmation of such destruction.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT ORGANIZATION AND INVESTIGATOR ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE ATCC MTA AND THIS EVALUATION LICENSE AND AGREE TO THE TERMS AND CONDITIONS THEREOF, AS EVIDENCED BY THEIR SIGNATURES BELOW AND ACCEPTANCE OF THE MATERIAL ORDERED.

RECIPIENT ORGANIZATION (print name)

READ AND UNDERSTOOD BY:

By: _____
(signature of authorized representative Investigator's
signature of RECIPIENT ORGANIZATION)

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

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