User Agreement for Laboratory Services
for users from external academic/non-profit research institutions

This User Agreement ("AGREEMENT"), effective as the date of the last signature below, will serve as an agreement by and among President and Fellows of Harvard College on behalf of Harvard Medical School ("UNIVERSITY") acting through the **Center for Macromolecular Interactions** ("CORE FACILITY") _____ [Legal Name of User's Institution] ("INSTITUTION") and _____ [Full Name of User], a student or employee conducting research for or on behalf of INSTITUTION ("USER") regarding USER's use of the CORE FACILITY and rights and obligations of USER and INSTITUTION to UNIVERSITY.

Each of INSTITUTION and USER accepts and agrees to the following terms and conditions under which USER shall use the CORE FACILITY, and understands and agrees that USER's ability to use CORE FACILITY is contingent upon USER's and INSTITUTION's compliance with these terms and conditions as well as CORE FACILITY's policies and requirements described on CORE FACILITY's website (cmi.hms.harvard.edu). Each of INSTITUTION and USER has carefully read, understood, and agreed to the terms of this AGREEMENT before signing it.

I, USER, have had access to information provided to users by the UNIVERSITY and CORE FACILITY regarding the use of CORE FACILITY facilities, including safety training, have reviewed and understand such information, and have been given the full opportunity to ask the UNIVERSITY and CORE FACILITY any questions I may have about such information.

1. **Services**

   CORE FACILITY provides the following service(s):
   A yeast surface display nanobody selection campaign will be conducted in consultation with the USER and will include preparation and validation of user-provided protein antigen(s), sequential rounds of magnetic activated cell sorting, and fluorescence activated cell sorting, and clonal isolation and sequencing of validated clones and/or amplicon NGS sequencing after the final round of selection. The USER will be provided with all results of the selection, including sequencing data. Optional nanobody protein production and binding services will be offered.

   A selection campaign for the following antigen(s) will be performed:

2. **Project Terms**

   a. <u>Description of Work</u>

   USER has provided a description of the work proposed to be performed at CORE FACILITY prior to CORE FACILITY's approval of USER's use of its services. Substantive deviations from said statement of work must be first agreed to in writing by CORE FACILITY.

   b. <u>No Warranty; Limitation of Liability</u>

   Each of INSTITUTION and USER acknowledges that the USER retains full responsibility for the project progress and development. ALL CORE FACILITY SERVICES, DELIVERABLES/RESULTS (AS DEFINED IN SECTION 5(a)) AND REPORTS ARE PROVIDED "AS IS" WITH ALL FAULTS. NEITHER CORE FACILITY NOR UNIVERSITY MAKES ANY, AND THEY HEREBY DISCLAIM ALL, WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WARRANTIES AS TO THE USEFULNESS, QUALITY, ORIGINALITY, ACCURACY, CONDITION OR BENEFITS OF ANY PARTICULAR PROJECT(S) OR RESULTS, AND WARRANTIES THAT CORE FACILITY SERVICES OR FACILITIES WILL BE PROVIDED OR COMPLETED ON A PARTICULAR
   SCHEDULE. Each of INSTITUTION and USER fully acknowledges and agrees that any work done or service provided by CORE FACILITY and its employees is on a reasonable effort basis and that CORE FACILITY has no responsibility to return any materials or information that USER or INSTITUTION may provide.

   THE CORE FACILITY WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (WHETHER TORT,

CONTRACT OR OTHERWISE) FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH HEREOF OR THE PERFORMANCE OF THE SERVICES, EVEN IF THE CORE FACILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE CORE FACILITY'S LIABILITY FOR ANY CLAIMS OR DAMAGES OF ANY KIND SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO THE CORE FACILITY FOR THE SERVICES GIVING RISE TO SUCH A CLAIM.

c. Payment

INSTITUTION agrees to promptly processes payment to the UNIVERSITY for purchases, materials costs, and use fees incurred by USER for use of CORE FACILITY facilities and at other UNIVERSITY departmental stockrooms. INSTITUTION's Financial Contact is listed below for receipt of invoices. CORE FACILITY shall submit an invoice to the INSTITUTION via the Financial Contact indicated below for amounts due hereunder, and payment in full shall be made by INSTITUTION within thirty (30) days following submission of the invoice. No terms in any form prepared by USER or INSTITUTION, including Purchase Orders, shall apply.

INSTITUTION Financial Contact: [name, email, billing institution, department, invoicing address]

3. Status of USER

I, the USER, understand that I am not an employee, student, or agent of the UNIVERSITY and am deemed to be acting as a representative, employee, and/or student of INSTITUTION for all purposes during work on a project in the CORE FACILITY facilities.

4. Physical Access to Facilities and User Safety

☐ USER will not have physical access to the CORE FACILITY facilities in the course of my project utilizing the CORE FACILITY services.

☐ USER will have physical access to the CORE FACILITY facilities in the course of USER's project utilizing the CORE FACILITY services. USER hereby acknowledges and agrees:

If I am not an employee of a Harvard Medical School-affiliated hospital, I have read, understood, and signed the UNIVERSITY's Acknowledgement of Risk and Release and provided the signed form to the CORE FACILITY. I acknowledge that I have had access to and reviewed and understand the general safety policies and procedures of CORE FACILITY prior to being allowed to use the facilities, and I assume full responsibility for my own personal safety. I will operate all instruments and equipment in a safe and professional manner, consistent with the operating instructions and the facility polices. I agree to observe all applicable governmental, UNIVERSITY, and CORE FACILITY policies, rules, and regulations that pertain to my conduct on campus at CORE FACILITY. I represent that my knowledge of laboratory practices is adequate to permit the safe pursuit of the research work in conjunction with my specific project. Without limiting any other remedies available to them, the UNIVERSITY and CORE FACILITY shall have the right to immediately prohibit my further use of the facility if CORE FACILITY, at its sole discretion, believes that I have breached this representation, violated a policy, rule, or regulation, or that my conduct is inappropriate or disruptive.

5. Intellectual Property; Ownership; Acknowledgments

a. Definitions.

"**Library**" means the yeast-display library of nanobodies developed by Dr. Andrew Kruse at UNIVERSITY, together with other researchers.

"Modified Compound" means any article of potential research, therapeutic, prophylactic, diagnostic or agricultural interest, including nanobody derivatives, or engineered modifications containing a ligand-binding domain or utilizing a complementarity determining region or any other sub-portion of an Original Compound, either in its original form or as modified or optimized for commercial utility. Such optimization could include, but is not limited to, protein fusions to create new activity or functionality for any purpose, alterations or fusions to increase expression, modify stability, PK, or biodistribution; functionalization with active moieties or toxins; individual or multiple amino-acid mutations to increase binding or stability, reduce immunogenicity or toxicity, or otherwise enhance suitability for the commercial utility.

"Original Compound" means an unmodified derivative sub-portion of the Library, including distinct individual nanobody clones isolated/selected from the Library, and the excised complementarity determining region (CDR) sequence or ligand-binding domain of such individual nanobody clones.

"**Patent Rights**" means any patent application or issued patent filed by or on behalf of INSTITUTION that covers a Modified Compound or a method of making a Modified Compound.

"**Results**" means the deliverables from the services performed by UNIVERSITY for INSTITUTION under this AGREEMENT utilizing the Library, which deliverables may include various yeast clones (tangible), various distinct expressed nanobody proteins (tangible), various expression constructs encoding distinct nanobodies (tangible), various individual complementarity determining region (CDR) sequences (information), and/or next-generation sequencing results from yeast populations enriched for target binding activity (information).

b. CORE FACILITY operates as a shared-use facility, and the UNIVERSITY shall make no claim to coown (i) intellectual property created solely by USER or (ii) Results generated for INSTITUTION by the CORE FACILITY under this AGREEMENT, based solely on USER's use of the UNIVERSITY's facilities and services under this AGREEMENT. UNIVERSITY owns all intellectual property, including techniques, improvements, methods and inventions created by its staff in the course of rendering services to INSTITUTION under this AGREEMENT, other than Results generated by UNIVERSITY for INSTITUTION hereunder, as well as all general knowledge, skills, experience and know-how developed or obtained by CORE FACILITY in the course of performing services under this AGREEMENT or otherwise. For purposes of this AGREEMENT, University hereby assigns to INSTITUTION all right, title and interest in all Results generated by UNIVERSITY for INSTITUTION pursuant to this Agreement and all patent rights, copyrights and other intellectual property rights in those Results throughout the world.

c. UNIVERSITY retains ownership of the Library. Institution retains ownership of Modified Compounds and any resulting Patent Rights, unless a Modified Compound results from the inventive contributions of researchers from both UNIVERSITY and Institution, in which case the Modified Compound and any Patent Rights covering the Modified Compound will be jointly owned by the UNIVERSITY and INSTITUTION, and terms of joint ownership, shall be negotiated pursuant to a separate agreement.

d. Each of INSTITUTION and USER acknowledges and agrees that: (i) the commercial viability of any technique developed at CORE FACILITY may be subject to the intellectual property rights of the UNIVERSITY and other third-party rights holders, (ii) UNIVERSITY makes no guarantee that techniques developed at CORE FACILITY are not covered by its own or a third party's intellectual property, (iii) UNIVERSITY is the co-owner of intellectual property that USER co-invents with CORE FACILITY staff or other UNIVERSITY personnel, other than Results generated for INSTITUTION hereunder, and that, (iv) prior to using the CORE FACILITY, USER's use of CORE FACILITY under these terms is consistent with USER's obligations to INSTITUTION under the terms of USER's appointment.

e. Nothing in this AGREEMENT confers by estoppel, implication or otherwise, any license or right under any other intellectual property owned or co-owned by UNIVERSITY except as expressly set forth in this

Article 5, regardless of whether such intellectual property is dominant or subordinate to the Patent Rights.

f.

6. Commercialization and Revenue Share

a. Definitions.

"**Commercial Purposes**" means the sale, lease, license or transfer of Modified Compound(s) and/or Patent Rights to a for-profit organization. "**Commercial Purposes**" shall also include uses of the Modified Compound(s) and/or Patent Rights by any organization, including INSTITUTION, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license or transfer of the Modified Compound(s) and/or Patent Rights to a for-profit organization.

"Patent Prosecution Expenses" means all documented out-of-pocket expenses incurred by Institution for the preparation, filing, prosecution, maintenance, defense and enforcement of Patent Rights.

"Revenue" means anything of value received by INSTITUTION from licensing or optioning the Modified Compound(s) and/or Patent Rights, including but not limited to license/option issue and maintenance fees, equity, minimum royalties, earned royalties, and milestone payments, but not including payments received for reimbursement of Patent Prosecution Expenses that have not previously been reimbursed by third parties or funds received for research support that is not in lieu of license/option consideration.

b. Commercialization.

Prior to the any use for Commercial Purposes, each Modified Compound shall be identified by INSTITUTION, by USER or otherwise to UNIVERSITY. UNIVERSITY acting through its Office and Technology Development for purposes of administering this Article 6, and INSTITUTION shall discuss in good faith and agree on the appropriate revenue-sharing with respect to such Modified Compound pursuant to Section 6(c) prior to INSTITUTION licensing/optioning or transferring any such Modified Compound or any Patent Rights covering such Modified Compound for Commercial Purposes. For each Modified Compound, UNIVERSITY and INSTITUTION agree to enter into the attached Appendix B to provide a description of the Modified Compound and the revenue-sharing determination made pursuant to Section 6(c) hereof.

INSTITUTION shall have sole responsibility for licensing the Modified Compound(s) and the Patent Rights for Commercial Purposes, subject to the terms and conditions herein. INSTITUTION agrees that it will seek licensees for the commercial development of the Modified Compound(s) and/or the Patent Rights and will administer any Modified Compound(s) and/or Patent Rights in furtherance of the public interest. The mere failure of INSTITUTION to consummate a license shall not be deemed a breach of its obligations under this AGREEMENT. Unless UNIVERSITY has been informed and a mutually acceptable course of action has been agreed upon by UNIVERSITY and INSTITUTION, INSTITUTION shall not accept or agree to accept (a) sponsored research support from any prospective licensee related to a license of the Modified Compound(s) or the Patent Rights, (b) any form of non-cash consideration, other than equity, as part of a license/option agreement for any of the Modified Compound(s) or Patent Rights, (c) licensing any of the Modified Compound(s) or Patent Rights with any other intellectual property not subject to this AGREEMENT to the same licensee, or (d) committing UNIVERSITY to any actions (such as the licensing of any other intellectual property) other than as specifically set forth in this AGREEMENT. UNIVERSITY shall keep INSTITUTION reasonably informed of any of its policies (including specific licensing terms) and research sponsor requirements (collectively "**License Requirements**") that must be recognized in license/option agreements. As of the date of execution of this AGREEMENT, such License Requirements are listed in Appendix A. Upon request, INSTITUTION shall keep UNIVERSITY reasonably informed of its licensing efforts related to the Modified Compound(s) and/or the Patent Rights, and, promptly upon notice that license

negotiations are underway, UNIVERSITY shall use reasonable efforts to inform INSTITUTION of any changes or additions to the License Requirements and these shall be incorporated into Appendix A and shall be addressed in any license/option negotiated by INSTITUTION pursuant to this AGREEMENT. UNIVERSITY shall have the right to review, comment upon, and approve a substantially final draft of any license/option agreement or amendment thereto. Such approval shall not be unreasonably withheld or delayed. Any Revenue in the form of equity shall be issued to each of UNIVERSITY and INSTITUTION directly from the licensee in the percentages as determined in accordance with Section 6(c) hereof based on the contributions of UNIVERSITY and INSTITUTION and each of UNIVERSITY and INSTITUTION will be solely responsible for all administrative, tax and other activities related to the issuance of the equity. No reimbursement of Patent Prosecution Expenses shall be applied to the issuance of such equity. Any license agreement completed under this AGREEMENT will include, among other things, the following terms: indemnification of UNIVERSITY by the licensee, a disclaimer of warranties on the part of , a limitation of UNIVERSITY's liability and a prohibition against the use of the names or insignia of UNIVERSITY without the consent of UNIVERSITY. In addition, any license agreement shall stipulate that nothing in the agreement confers by estoppel, implication or otherwise, any license or right under any other intellectual property owned or co-owned by any party to the agreement other than the Modified Compounds and/or Patent Rights being licensed, regardless of whether such intellectual property is dominant or subordinate to the Patent Rights. License agreements will expressly reserve to UNIVERSITY and other non-profit institutions the right to practice the Patent Rights for research, educational, and scholarly purposes and the right of UNIVERSITY to grant licenses under Patent Rights to the United States Government in accordance with 35 USC 200-212 or 37 CFR 401 et seq. and applicable governmental implementing regulations, as well as the right of UNIVERSITY to distribute Modified Compound(s) to other non-profit institutions for research, educational and scholarly purposes. In the case of Modified Compound(s) with significant medical applications, INSTITUTION shall carefully consider its patenting and licensing strategy in an effort to enhance the availability of medical treatments within the developing world. INSTITUTION shall promptly provide UNIVERSITY with copies of all signed license/option agreements and any amendments thereto.

c. Revenue Sharing.

Revenue in the form of cash received by INSTITUTION from licensing/optioning a Modified Compound(s) and/or the Patent Rights covering such Modified Compound, less any unreimbursed Patent Prosecution Expenses related to such Patent Rights, shall be distributed as follows and in the order indicated:

(i) If INSTITUTION makes no, or only trivial, changes, to a Modified Compound or conceiving the claims made in the Patent Rights, Revenue shall be split fifty percent (50%) to UNIVERSITY and fifty percent (50%) to INSTITUTION;

(ii) If INSTITUTION makes non-trivial changes or modifications to a Modified Compound (e.g. pegylation), or creates a fusion with another protein (e.g. Fc domain, ubiquitin ligase, or reporter), or grafts the ligand binding domain onto an alternative scaffold, or attaches the Modified Compound to a solid support for chromatography purposes, Revenue shall be split forty percent (40%) to UNIVERSITY and sixty percent (60%) to INSTITUTION;

(iii) If INSTITUTION makes one or more of the modifications in (i) or (ii) above, and matures the Modified Compound sequence using a minimum of four (4) amino acid point mutations demonstrated to improve ligand affinity, stability, or other desirable properties relative to the original Modified Compound, Revenue shall be split thirty percent (30%) to UNIVERSITY and seventy percent (70%) to INSTITUTION; and

(iv) If a Modified Compound is modified by INSTITUTION to include one or more of the modifications described in (ii) or (iii) above, is further modified using INSTITUTION's proprietary compounds, for example, conjugated with therapeutic moieties to generate nanobody-drug conjugates or fusions with other modified or engineered protein or nucleic acid domains, Revenue shall be split twenty percent (20%) to UNIVERSITY and eighty percent (80%) to INSTITUTION.

Additional value enhancing changes, modifications, or engineering of Modified Compound(s) will be considered on a case-by-case basis to reach mutually acceptable revenue sharing terms agreed to in writing

by INSTITUTION, but in no case will UNIVERSITY's share of Revenue be reduced to less than ten percent (10%)

d. Distribution of Revenue; Reporting.

INSTITUTION shall distribute Revenue in the form of cash to UNIVERSITY concurrently with the distributions it makes for its own inventions, but in any case no later than June 30 for the preceding calendar year and/or ninety (90) days after receipt (whichever is sooner) or such other arrangement as UNIVERSITY and INSTITUTION may agree upon. With such distribution, INSTITUTION shall provide a detailed accounting showing all Revenues received during the reporting period and all deductions therefrom. Revenue in any form other than cash shall be delivered directly to UNIVERSITY concurrently with INSTITUTION's receipt of INSTITUTION's portion of such Revenue. Pursuant to Section 6(c), UNIVERSITY's share of Revenue in the form of equity shall be issued directly to UNIVERSITY.

Upon request, INSTITUTION shall provide a report to UNIVERSITY, no more often than annually, setting forth the status of patent prosecution, licensing and commercial development of the Modified Compounds and any Patent Rights covering the Modified Compounds. The technology transfer office of UNIVERSITY shall, to the extent permitted by law, maintain all such reports as confidential. INSTITUTION shall keep complete and accurate records of all Patent Prosecution Expenses and of all Revenues and shall permit UNIVERSITY to engage a certified public accountant, reasonably acceptable to INSTITUTION, to examine its records (at a time and place mutually agreeable to UNIVERSITY and INSTITUTION and no more than once per year) in order to verify the payments due each of the them under this AGREEMENT.

All Revenue due to UNIVERSITY under this Article 6 and Appendix B is not CORE FACILITY Revenue but rather is Revenue to UNIVERSITY arising from its grant of intellectual property rights and is subject to UNIVERSITY's Statement of Policy in Regard to Inventions, Patents, and Copyrights" and amended on March 17, 1986, February 9, 1998 and August 10, 1998, and further amended, restated and renamed on February 4, 2008 and amended on October 4, 2010, December 12, 2013 and June 11, 2019.

7. Confidentiality

I, USER, agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets, personal data, or other similar information of CORE FACILITY, UNIVERSITY, other users or third parties of which I may become aware as a result of my use of the CORE FACILITY.

I, USER, further acknowledge that I am not permitted to disclose information that my INSTITUTION would ordinarily require a confidentiality agreement to share with CORE FACILITY or UNIVERSITY, unless and/or until the obligations and rights of INSTITUTION and UNIVERSITY with respect to such confidential or proprietary information have been set forth in a separate and duly authorized confidentiality agreement executed between UNIVERSITY and INSTITUTION.

8. CORE FACILITY Requirements

I, USER, certify that I will under no circumstances (a) schedule time for facility use for another person in my name (whether other user is qualified or not), (b) give out the User Name and/or Password provided to me by CORE FACILITY and/or UNIVERSITY for use by other persons, (c) give other persons access to my facility-access swipe card or (d) otherwise assist others with unauthorized access to any controlled facility, system, or other resources at the UNIVERSITY. CORE FACILITY reserves the right to deny me future access in the event of breach of this AGREEMENT.

9. Use of Name

Each of INSTITUTION and USER hereby agrees not to use any name, logo or other trademark or service mark of the CORE FACILITY or UNIVERSITY, or the names of the CORE FACILITY or UNIVERSITY's employees, in any form of advertising, promotion or publicity, including press releases, without the prior written consent of the CORE FACILITY or UNIVERSITY, as applicable. The foregoing notwithstanding, I,

USER, agree to acknowledge the CORE FACILITY in publications regarding the project results in accordance with academic standards.

10. Notices.

All notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by email, recognized overnight carrier, or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 10:

UNIVERSITY:
Center for Macromolecular Interactions
Harvard Medical School
240 Longwood Avenue, Building C Boston,
MA 02115
Kelly Arnett, Director
Kelly_arnett@hms.harvard.edu

INSTITUTION: [Institution Mailing Address and Institution Email Address]

USER: [User Name and Email address]

Any notice shall be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by email, upon successful transmission; (c) by recognized overnight carrier, as documented by the carrier; or (d) by certified mail, as indicated by the return receipt.

11. Entire Agreement. This AGREEMENT is the entire agreement by and among UNIVERSITY, INSTITUTION AND USER as to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

12. Governing Law and Venue. This AGREEMENT will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this AGREEMENT (a "**Suit**") shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts. Each Party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

13. No Assignment; Amendment. This AGREEMENT shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however that USER may not assign this AGREEMENT without the prior written consent of UNIVERSITY and INSTITUTION. UNIVERSITY may assign this AGREEMENT only with the prior written consent of INSTITUTION and INSTITUTION may assign this Agreement only with the prior written consent of UNIVERSITY. Any amendment to this Agreement must be in writing and signed by UNIVERSITY and INSTITUTION; provided, however, any amendment to the rights or obligations of USER hereunder shall also require the written consent of USER.

14. **Survival.** Article 5, 6 and 7 and Sections 2(b) and 9 through 14 shall survive any expiration or termination of this AGREEMENT.

The undersigned duly authorized representatives have signed this AGREEMENT to be effective as of the date of the last signature below.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE
acting through the Center for Macromolecular Interactions

Signature: _____ Date: _____
Name: Kelly L. Arnett
Title: Director, Center for Macromolecular Interactions

USER Name: _____ Title: _____

Signature: _____ Date: _____

USER's Principal Investigator Name: _____

Signature: _____ Date: _____

INSTITUTION

Signature: _____ Date: _____

Name: _____

Title: _____

Appendix A

UNIVERSITY'S LICENSING REQUIREMENTS

- Indemnification acceptable to UNIVERSITY and CRICO/RMF (UNIVERSITY's insurer).
- Insurance coverage acceptable to UNIVERSITY and CRICO/RMF (UNIVERSITY's insurer).
- Disclaimer of all warranties on behalf of UNIVERSITY.
- A limitation of UNIVERSITY's liability acceptable to UNIVERSITY.
- Prohibition against the use of the name or insignia of UNIVERSITY, its schools and departments, and the names and likenesses of its faculty, students, staff members, officers, and employees.
- Reservation of rights for UNIVERSITY, the federal government and other academic and not-for-profit research institutions to practice subject matter of the patent rights and other licensed technology.

Appendix B

MODIFIED COMPOUNDS AND REVENUE SHARE PERCENTAGES

UNIVERSITY, acting through its Office of Technology Development, and INSTITUTION hereby agree to the following revenue-sharing agreement as to the Modified Compound described herein, subject to all of the terms and conditions of Article 6 of the Agreement (and related definitions), all of which are incorporated into this Appendix B by reference. Article 6, related definitions and this Appendix B shall survive any termination or expiration of the AGREEMENT.

Description of the Modified Compound:

Revenue Sharing Determination:

The undersigned duly authorized representatives have signed this Exhibit B to be effective as of the date of the last signature below.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE,
acting through its Office of Technology Development

Signature: _____ Date: _____

Name: _____

Title: _____

INSTITUTION

Signature: _____ Date: _____

Name: _____

Title: _____