



## **Technology Licensed from iPS Academia Japan, Inc.**

### **Licensed Differentiated Cells (including those supplied through Licensed Services)**

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The User of this product/service is subject to certain restrictions of use related to the derivation of the product using technology licensed by Newcells Biotech from iPS Academia Japan, Inc. The following is a summary of the restrictions. Newcells Biotech gives no warranty or other guarantee as to whether any use of the product by the User infringes any Third Party intellectual property (IP) and it is entirely the responsibility of the User to determine whether the intended or actual use infringes any Third Party IP.

#### **Summary of User Restrictions:**

1. User may use the purchased product for internal research including but not limited to screening potential drug compounds for efficacy and safety, and for the provision of such screening services to third parties. No other right is granted to User whether expressly, by implication, by estoppel or otherwise. In particular, the purchase of the product does not include nor carry any right or license to use, develop or otherwise exploit the product commercially, and no rights are conveyed to the User to use the product for any other purpose.
2. User shall not administer the product to human or animal subjects for human/animal therapeutic, diagnostic and/or prophylactic purposes including but not limited to clinical applications, cell therapy, transplantation, and/or regenerative medicine without appropriate license.
3. User may transfer the product to a third party; provided that User shall convey the User Restriction set forth herein to such third party.

If you require further guidance or clarification on the User Restrictions or the definition of 'commercial use' please contact us.

### **Licensed iPSCs (including those supplied through Licensed Services)**

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#### **Summary of User Restrictions:**

1. The purchase of this product/service conveys to User the limited, non-exclusive and non-transferable right (without the right to sell, repackage, or further sub-license) to use the supplied iPSCs and derivatives thereof (Progeny and Modifications)\* in internal research conducted by User (whether User is not-for-profit organization or for-profit organization). No other right is granted to User whether expressly, by implication, by estoppel or otherwise. In particular, the purchase of the product/service and arising iPSCs does not include nor carry any right or license to use, develop or otherwise exploit the iPSCs commercially, and no rights are conveyed to User to use the iPSCs for any other purpose.
2. The User may use the supplied iPSCs, their Progeny or Modifications for target discovery, target validation or assay development but not for screening of potentially marketable compounds, for which activity the User shall be required to take an appropriate separate license from iPS Academia Japan, Inc. A not-for-profit organization can use the supplied iPSCs, their Progeny or Modifications solely for its internal research use for non-commercial purposes including transfer to another not-for-profit organization for their non-commercial purpose. A for-profit organization shall not use the supplied iPSCs, their Progeny or Modifications for commercial use, including but not limited to, screening or later stage development of therapeutics, diagnostics, prophylactics, for any sale or distribution of the supplied iPSCs, their Progeny or Modifications (including providing services by using them) without an appropriate license.
3. User shall not administer the supplied iPSCs, their Progeny or Modifications in human or animal subjects for human/animal therapeutic, diagnostic and/or prophylactic purposes including but not limited to clinical applications, cell therapy, transplantation, and/or regenerative medicine without an appropriate license.
4. User may transfer the supplied iPSCs, their Progeny or Modifications to a third party; provided that User shall convey the User Restriction set forth herein to such third party. If the User is a not-for-profit organization and transfers the supplied iPSCs, their Progeny or Modifications to a for-profit organization, User needs to notify such for-profit organization that using such materials from the User shall be commercial use which requires such for-profit organization to take an appropriate license from iPS Academia Japan, Inc. If the User is a for-profit organization and the User transfers the supplied iPSCs, their Progeny or Modifications to a third party, such transfer shall be considered commercial use which requires further appropriate license.

\* "Progeny" means derivatives of the supplied iPSCs created by User, which retain the ability to self-replicate, retain ability to differentiate into cell types from all three germ layers and remain in an undifferentiated state whether or not said cells are genetically modified.

"Modifications" means derivatives of the supplied iPSCs or Progeny created by User, which include terminally or partially differentiated cells, and which (i) do not differentiate into cell types from all three germ layers and (ii) are not in an undifferentiated state.

If you require further guidance or clarification on the User Restrictions or the definition of "commercial use" please contact us.

# **Technology Licensed from ID Pharma Co., Ltd**

## **Limited Use License**

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### **Definitions:**

1. NC: Newcells Biotech Ltd.
2. IDP : ID Pharma Co., Ltd.
3. User: The person or entity purchased Product(s) or Service(s) from NC or its authorized distributor.
4. Product: The iPS cells (iPSCs) and their Progeny or differentiated cells and any of their derivatives.
5. Pluripotent Cells: iPSCs provided from NC.
6. Progeny: cells derived by User from the Pluripotent Cells which retain the ability to self-replicate, retain ability to differentiate into cell types from all three germ layers and remain in an undifferentiated state whether or not said cells are genetically modified and further including cell lines cloned from such cells so long as the cells retain the ability to self-replicate, retain ability to differentiate into cell types from all three germ layers and remain in an undifferentiated state.
7. Modification: cells which are created by User or created through the use of the Pluripotent Cells or Progeny, but which (i) do not differentiate into cell types from all three germ layers and (ii) are in a partially or terminally differentiated state.
8. Materials: Pluripotent Cells, Progeny and Modification.
9. Research Activities: means (1) use of products or services provided by the User for internal research including drug screening and cell banking and (2) use of products or services provided by the User that is a not-for-profit organization solely for its internal research use for non-commercial purposes.
10. Commercial Activity: any activity by a User consisting of at least one of following activities:
  - i. use of the Pluripotent Cells or Progeny, for manufacture of related products distributed and/or sold to a third party including but not limited to culture medium and equipment,
  - ii. use of the Pluripotent Cells, Progeny or Modifications to provide a service, information or data to a third party for financial gain, provided, however, that in case a non-for-profit organization provides a service, information or data on behalf of a third party having an appropriate license from IDP, such non-for-profit organization's activity shall not be considered Commercial Use (ii),
  - iii. sale, lease, distribution or transfer of Pluripotent Cells, Progeny or Modification to third party(ies) for financial gain, provided, however, that transfer of Pluripotent Cells, Progeny or Modifications by a not-for-profit organization to other not-for-profit organization solely for its internal research purposes is not considered Commercial Use (iv), or
  - iv. sale, lease, distribution or transfer of Pluripotent Cell and Progeny to for-profit organizations not for financial gain.

Note: "financial gain" here means any financial benefit or gain earned by User which consideration or revenue of a transaction exceeds its cost of operating the transaction.

### **User Restrictions**

1. The Product and its use are the subjects to one or more of patents and/or patent applications, including but not limited to patent 1 186667 and applications 9797978.5, 11821786.8, JP2014/75248 which IDP have been granted the license rights with sub-licensable right.
2. The purchase of the Product conveys to User the limited, non-exclusive and non-transferable right (without the right to sell, repackage, or further sub-license) under the patents described in Section 1 above to use the purchased amount of the Product and the derivatives of the Product in internal research conducted by User (whether User is non-for-profit organization or for for-profit organization). No other right is granted to User whether expressly, by implication, by estoppel or otherwise. In particular, the purchase of the Product does not include nor carry any right or license to use, develop or otherwise exploit the Product commercially, and no right are conveyed to User to use the Product for any other purpose.
3. User may use Materials for its Research Activities in its laboratories located in Europe, provided however that Commercial Use of Materials by User shall be restricted and be required with appropriate license or sub-license from IDP. For clarity, in case that User is a non-for-profit organization, including academia, governmental body and other non-for-profit organization, internal research use of Materials by User for academic, educational and the other non-commercial purpose and transfer of Materials between non -for-profit organizations for non-commercial purposes is not restricted.
4. User agrees to use Materials in compliance with all applicable statutes and regulations, but not to use Materials for application and use for human/animal therapeutic, diagnostic and/or prophylactic purposes including but not limited to clinical applications, cell therapy, transplantation, and/or regenerative medicine without appropriate license.

For information on purchasing a license to the patent rights for purposes other than those permitted above, please contact IDP directly.

### **Newcells Biotech Limited**

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