

This Agreement is made and entered into on the date hereafter subscribed by and between the undersigned (APPLICANT) and United Tissue Network, Inc. (UTN).

Recitals

WHEREAS UTN procures, processes, preserves and distributes human tissues for advancement of biomedical research, development, and education.

WHEREAS APPLICANT is engaged in the analyses of human tissue through, in part, the procurement of certain human tissues for its own research and development purposes and transfer to other businesses requiring such tissue for their own research and development purposes.

WHEREAS APPLICANT desires UTN's services in obtaining such tissues for the advancement of biomedical research, development and education; and

WHEREAS, the parties desires to cooperate for purposes of providing APPLICANT with such tissues,

NOW, THEREFORE, intending to be legally bound by the terms thereof, the parties hereto to agree as follows:

- 1) During the term of this agreement and pursuant to the terms and conditions hereinafter set forth, UTN agrees to use its best efforts to supply APPLICANT with donated human tissue, as reasonably requested by APPLICANT. UTN will, using its best efforts, provide tissues suitable, in its sole judgment, for APPLICANT's requirements and in the amounts requested, based upon ongoing discussions between parties hereto. This agreement and any transfer of tissues made pursuant hereto constitutes a limited and conditional license APPLICANT for use of the tissues or tissue progeny (cells, immortalized cells, sub cellular fractions, isolates, cloned or recombinant materials, DNA, RNA, or any derivatives thereof), and use thereof shall be limited to the specific use set forth in this Agreement and Tissue Request Form. Other or multiple uses immortalized or cloned material is prohibited unless prior written consent is obtained from UTN.
Use of human tissue as therapy is strictly prohibited. In addition, the APPLICANT's use of tissues shall not be subject to any licensing, contractual or consulting obligation to another party without UTN's prior written consent, which may be withheld in UTN's sole discretion, except that APPLICANT may share the data and results with third parties.
- 2) APPLICANT agrees to pay service fees to UTN for its tissues acquisition, processing, preservation, storage, and delivery services as provided to APPLICANT requesting tissue. In addition APPLICANT agrees to pay cost of transporting tissue.
 - a. APPLICANT agrees to pre-pay for the first order from UTN. All subsequent orders will be billed in accordance with regular policy.
 - b. APPLICANT understands that all international orders from UTN must pre-pay.
 - c. Payment terms are as follows: net thirty (30) days with two percent (2%) interest, compounded monthly, added onto any outstanding balance over thirty (30) days old.
 - d. APPLICANT understands that each order for tissue and services from UTN is custom and agrees to pay UTN a cancellation penalty equal to twenty percent (20%) of projected service fees for orders cancelled by APPLICANT within seven (7) calendar days of the scheduled ship date.
 - e. APPLICANT agrees to pay UTN a change fee of two hundred dollars (\$200) if APPLICANT requests changes to the tissue type or tissue quantity within seven (7) calendar days of the scheduled ship date.
 - f. APPLICANT agrees to pay UTN a fee of one hundred fifty dollars (\$150) for a weekend ship-outs.
 - g. APPLICANT agrees to pay UTN a rush fee of three hundred dollars (\$300) for tissue orders requested by APPLICANT seven (7) calendar days of the scheduled ship date.
 - h. APPLICANT agrees to pay UTN a credit card fee of five percent (5%) of projected service fees for orders paid for with a major credit card (Visa, MasterCard, American Express, Discover).
 - i. APPLICANT agrees that if a credit card is used for payment, credit card information will be retained on file with UTN.
- 3) UTN hereby makes the following presentations and warranties to APPLICANT:
 - a. All tissue provided hereunder by UTN to APPLICANT shall be obtained (i) with the appropriate informed consent of donor or donor's next-of-kin, and (ii) in compliance with the Uniform Anatomical Gift Act (the "UAGA") and all other local, state and federal laws and regulations governing the recovery and distribution of human tissue. UTN will maintain approved protocols, consent forms and proof of tissue sources' Institutional Review Board (the "IRB") or other committee approval for tissue for research (where applicable).
 - b. The parties shall confer with respect to any significant legal or ethical developments relating to tissue acquisition.
 - c. UTN shall maintain records of donor medical and social history, tissue procurement, and infectious disease screening of serum. Such information will be made available to APPLICANT upon request, in a way that protects donor confidentiality.
- 4) APPLICANT hereby makes the following representations and warranties to UTN:
 - a. APPLICANT will not transfer any tissue or tissues progeny received from UTN to any third party without the prior written approval of UTN. The term "progeny" shall include cell lines. The parties hereto agree that tissue progeny, when derived from human tissue provided by UTN, shall be deemed tissue supplied under this Agreement.
 - b. APPLICANT will not change the disposition method or disposition location of any tissue without the prior written approval of UTN.

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- c. APPLICANT will treat any tissue obtained by UTN with dignity and respect at all times.
 - d. APPLICANT will not use any video, camera or recording equipment on tissue unless authorized by UTN by executing a separate Camera Usage Agreement.
 - e. APPLICANT or anyone on its behalf shall not use Tissue for therapy or transplantation.
 - f. APPLICANT shall not return any Tissue to UTN without prior written authorization of UTN.
 - g. APPLICANT shall agree to audits by UTN of APPLICANT'S tissue use and disposal records related to cells and/or tissues transferred to APPLICANT by UTN in order to ensure compliance with the terms of this agreement.
 - h. APPLICANT or anyone on its behalf will not intentionally acquire human tissue from UTN's sources during the term of the Agreement or any extension thereof and for a period of three (3) years thereafter. This restriction does not apply to those UTN sources that have entered into an agreement with APPLICANT for the procurement of tissues prior to the date this Agreement is entered into. The provisions of this paragraph do not preclude APPLICANT or its agents from obtaining specimens from subjects participating in clinical trials sponsored by APPLICANT. Furthermore, this restriction shall not apply if during such period UTN ceases to exist or ceases to engage in the supply of human tissues. This restriction does not prohibit APPLICANT from obtaining tissue from other sources that acquire donors independently of UTN.
 - i. APPLICANT's employees, representatives, and agents shall handle human tissue obtained under this Agreement using universal precautions, as mandated by the U.S. Occupational Safety and Health Administration Bloodborne Pathogens Final Standard. Furthermore, APPLICANT agrees to designate a qualified individual to serve as APPLICANT's biohazard safety officer and shall notify UTN of the identity and qualifications of such initial biohazard safety officer as well as successor biohazard safety officers upon request.
 - j. APPLICANT shall use, handle and dispose of all human tissue supplied to APPLICANT pursuant to this Agreement in compliance with all applicable local, state, and federal statutes, laws, rules and regulations.
 - k. APPLICANT is responsible for storing and using all tissue provided by UTN in a safe, secure, and appropriate fashion and have the ability to keep the integrity of the tissue.
 - l. APPLICANT is responsible for ensuring all tissue usage sites must meet the following requirements: a designated space with lockable doors and restricted access is available. Walls, floors, ceiling, doors, tables and windows constructed of nonporous (or covered to make them nonporous) materials and sealed to minimize air exchange and to be easily disinfected and cleaned. Site must have appropriate signage for alerting persons of any hazards. Sites must have proper independent ventilation with direct exhaust to the exterior with a fan that achieves at least twelve (12) air exchanges per hour to prevent contamination and cross contamination. Sites must have access to working sinks and adequate drainage.
 - m. APPLICANT is responsible for ensuring all tissue usage sites meet all application U.S. Occupational Safety and Health Administration regulations including eye wash stations and handling, lifting, and transporting devices if applicable.
 - n. All statements set forth in the foregoing application are complete and correct.
 - o. APPLICANT shall not identify or attempt to identify the donor of any tissue provided to it by UTN.
 - p. APPLICANT will not remove the included Metal ID Tag on each specimen. If APPLICANT chooses to use its own identifier, documentation must be created and delivered to UTN specifying the original UTN ID and the new ID.
- 5) All shipments of tissue are made on the following terms:
- a. The parties hereto understand that availability of tissue is not always constant; nevertheless, UTN shall use its best efforts to provide tissue in the amounts and on the schedule, each as reasonably requested by APPLICANT.
 - b. Shipments will be made in a manner so as to preserve the quality of the tissue. The parties hereto understand that the fragility of human tissue is such that damage may occur during shipment; nevertheless, UTN shall use its best efforts to comply with the handling and shipping protocols provided by APPLICANT.
 - c. Donor Summaries for domestic requests, including blood testing results and medical/social history, will be emailed to the appropriate parties designated on the Tissue Request Form.
- 6) Except as otherwise expressly stated herein, all tissues are provided by UTN "as is" and without additional warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.
- 7) Any controversy or claim out of relating to this agreement or the breach thereof, shall be settled by mediation and, if necessary, arbitration in accordance with the then applicable rules of the American Arbitration Association, such mediation and, if necessary, arbitration to take place in Oklahoma City. The parties agree that the arbitrator(s) shall have the broadest power to conclusively resolve all such disputes, including without limitation, the power to decide arbitrability and to allow reasonable limited recovery, and that no judicial review shall be made of the arbitrators' decision on any grounds, including public policy, except as review of binding arbitration is permitted by law. The parties agree that arbitration will be their exclusive remedy and that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration regarding this Agreement shall be paid its costs and reasonable attorneys' fees, as determined by the arbitrator(s).
- 8) Each party shall have the right to seek a court order for good cause (after attempted mediation and arbitration) in order to access the other's records, to evaluate compliance under this Agreement.
- 9) APPLICANT will acknowledge UTN as provider of human tissue and agrees to provide UTN with a copy of any non-confidential publication that makes reference to UTN.
- 10) APPLICANT will indemnify and save harmless UTN, and their respective officers, directors, agents, and/or employees,

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consultants or UTN's human tissue sources from any actual loss or damage resulting from the use by APPLICANT of human tissue specimens provided by UTN or UTN's human tissue sources, except for loss or damage resulting from any breach of warranties or representations made by UTN in this Agreement or as a result of UTN's negligence or willful misconduct in performing its obligations hereunder.

UTN will indemnify and save harmless APPLICANT, its officers, directors, agents, employees, and/or consultants from any actual loss or damage arising from UTN's performance of this Agreement except for loss or damage resulting from any breach of warranties or representations made by APPLICANT in this Agreement or as a result of APPLICANT'S negligence or willful misconduct in performing its obligations hereunder.

- 11) All medical or other information relating to a donor shall be treated as UTN Confidential Information and, notwithstanding any provision to the contrary contained herein, shall not be disclosed by APPLICANT except to the extent otherwise required or permitted by law and this Agreement. Both parties to this Agreement shall enact reasonable measures to cause their respective agents, contractors, employees, officers and director to act, in accordance with all applicable laws, rules and expressly survive termination of this agreement.

APPLICANT understands that APPLICANT and its agents, contractors, employees, officers and directors will not or may not be provided valuable technical and non-technical information and trade secrets relating to the acquisition, processing, preservation, storage and distribution of human tissues that are proprietary and valuable to UTN ("UTN's Confidential Information") and that to guard UTN's legitimate interests, UTN must protect such UTN's Confidential Information. Therefore, APPLICANT will (a) hold in confidence, all information identified as UTN Confidential Information disclosed to APPLICANT or its personnel and (b) use UTN Confidential Information only in connection with APPLICANT's performance of its obligation under this Agreement.

APPLICANT agrees that UTN's failure to identify any such information as "UTN Confidential Information" shall not relieve APPLICANT of its obligation to treat such information as UTN Confidential Information. The provisions of this paragraph shall not apply to any information that is in the public domain, is known to APPLICANT at the time of its disclosure, is acquired or developed by APPLICANT following disclosure without violation of this Agreement or is disclosed by UTN to any third party without similar non-disclosure restriction.

- 12) The term of this Agreement shall be one (1) year beginning on the date of execution and automatically continuing for further successive terms of one (1) year thereafter, unless either of the parties hereto shall have given to the other ninety (90) days prior written notice (by certified mail at their respective addresses listed at the end hereof, return receipt requested) of its intention to terminate this Agreement, whereupon this Agreement shall terminate at the end of annual term by giving the other ninety (90) days prior written notice of its intention to terminate this Agreement, whereupon this Agreement shall terminate ninety (90) days after receipt of such notice. Termination shall not relieve the parties hereto of any of their obligations by the nature thereof extending past such termination.

- 13)
- a. This Agreement may not be amended without the prior written consent of both parties hereto.
 - b. This Agreement and the Application attached hereto constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes any prior agreements, written or oral, regarding the subject matter hereof.
 - c. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assignees.
 - d. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
 - e. The execution and delivery of this Agreement may be effectuated by the use of telecopy/fax transmissions and the facsimile signatures(s) created thereby shall be considered an original signature.

Authorization				
APPLICANT			Address For Notice Purposes:	
Institution:				
Authorized Signature:				
Printed Name:				
Title:		Date:		
United Tissue Network			Address For Notice Purposes:	
Authorized Signature:			3401 MacDonnell Dr. Norman, OK 73069	
Printed Name:				
Title:		Date:		

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