

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

Recitals

WHEREAS UTN is a non-profit, Non-Transplant Anatomical Donation Organization (“NADO”) accredited by the American Association of Tissue Banks (“AATB”) that procures, processes, preserves and distributes donated Non-Transplant Anatomical Material (“NAM”) for advancement of biomedical research, development, training and education.

WHEREAS REQUESTOR is engaged in the analyses and use of NAM through, in part, the procurement of certain human tissues for its own research, development, training and education purposes and transfer to other NAM users requiring such tissue for their own research, development, training and education purposes.

WHEREAS REQUESTOR desires UTN’s services in obtaining such NAM for the advancement of biomedical research, development, training and education; and

WHEREAS, the parties desires to cooperate for purposes of providing REQUESTOR with such NAM,

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 REQUESTOR with donated NAM, as reasonably requested by REQUESTOR. UTN will, using its best efforts, provide tissues suitable, in its sole judgment, for REQUESTOR’s requirements and in the amounts requested, based upon ongoing discussions between parties hereto. This agreement and any transfer of NAM made pursuant hereto constitutes a limited and conditional license REQUESTOR 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. This limited and conditional license may be immediately revoked by UTN in the event of REQUESTOR’s breach of the terms and conditions of this Agreement. Other or multiple uses immortalized or cloned material is prohibited unless prior written consent is obtained from UTN.
Use of any NAM provided by UTN as therapy is strictly prohibited. In addition, the REQUESTOR’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 REQUESTOR may share the data and results with third parties.
- 2) REQUESTOR agrees to pay service fees to UTN for its professional services and costs incurred in the acquisition, screening, processing, preservation, storage, and delivery services as provided to REQUESTOR requesting release and transfer of NAM pursuant to this Agreement. In addition, REQUESTOR agrees to pay cost of transporting NAM released and transferred to it pursuant to this Agreement.
 - a. REQUESTOR agrees to pre-pay these service fees for the first order from UTN. All subsequent orders will be billed in accordance with regular policy.
 - b. REQUESTOR understands that all international orders from UTN must pre-pay.
 - c. Payment terms are as follows: net thirty (30) days from receipt of invoice with two percent (2%) interest, compounded monthly, added onto any outstanding balance over thirty (30) days old.
 - d. REQUESTOR understands that each order for NAM 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 REQUESTOR within seven (7) calendar days of the scheduled ship date.
 - e. REQUESTOR agrees to pay UTN a change fee of two hundred dollars (\$200) if REQUESTOR requests changes to the NAM type or quantity within seven (7) calendar days of the scheduled ship date.
 - f. REQUESTOR agrees to pay UTN a fee of one hundred fifty dollars (\$150) for a weekend ship-outs.
 - g. REQUESTOR agrees to pay UTN a rush fee of three hundred dollars (\$300) for NAM orders requested by REQUESTOR seven (7) calendar days of the scheduled ship date.
 - h. REQUESTOR 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. REQUESTOR 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 REQUESTOR:
 - a. All NAM provided hereunder by UTN to REQUESTOR shall be obtained (i) with the appropriate informed consent of donor or donor’s next-of-kin, and (ii) in compliance with the applicable, adopted Uniform Anatomical Gift Act (UAGA) and (iii) in compliance and conformity with all applicable accreditation standards of the AATB and all other local, state and federal laws and regulations governing the donation, recovery and distribution of NAM. UTN will maintain approved protocols, consent forms and proof of NAM sources’ Institutional Review Board (IRB) or other committee approval for NAM for research (where applicable).
 - b. The parties shall confer with respect to any significant legal or ethical developments relating to applicable NAM acquisition.
 - c. UTN at all times complies with all applicable state taxation, worker’s compensation, non-discrimination/equal opportunity and unemployment insurance requirements.
 - d. UTN at all times maintains appropriate insurance coverage, including, without limitation, automobile liability and general business/commercial liability coverage related to services rendered under this Agreement.
 - e. UTN shall maintain records of donor medical and social history, tissue procurement, and infectious disease screening of

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serum. Such information will be made available to REQUESTOR upon request, in a way that protects donor confidentiality.

- 4) REQUESTOR hereby makes the following representations and warranties to UTN:
- a. REQUESTOR will not transfer any NAM or its 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 NAM progeny when derived from human tissue provided by UTN, shall be deemed NAM supplied under this agreement.
 - b. REQUESTOR will not change the disposition method or disposition location of any NAM without the prior written approval of UTN.
 - c. REQUESTOR will treat any tissue obtained by UTN with dignity and respect at all times.
 - d. REQUESTOR will not use any video, camera or recording equipment on NAM released to it under this Agreement unless authorized by UTN by executing a separate Camera Usage Agreement.
 - e. REQUESTOR or anyone acting on its behalf shall not use NAM released to it under this Agreement for therapy or transplantation.
 - f. REQUESTOR shall not return any NAM to UTN without prior written authorization of UTN.
 - g. REQUESTOR shall agree to audits by UTN of REQUESTOR's NAM use and disposal records related to cells and/or tissues transferred to REQUESTOR by UTN in order to ensure compliance with the terms of this Agreement.
 - h. REQUESTOR or anyone acting on its behalf will not intentionally acquire NAM 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 REQUESTOR for the procurement of NAM prior to the date this Agreement is entered into. The provisions of this paragraph do not preclude REQUESTOR or its agents from obtaining specimens from subjects participating in clinical trials sponsored by REQUESTOR. Furthermore, this restriction shall not apply if during such period UTN ceases to exist or ceases to engage in the supply of NAM. This restriction does not prohibit REQUESTOR from obtaining tissue from other sources that acquire donors independently of UTN.
 - i. REQUESTOR's employees, representatives, and agents shall handle NAM obtained under this Agreement using universal precautions, as mandated by the U.S. Occupational Safety and Health Administration Bloodborne Pathogens Final Standard. Furthermore, REQUESTOR agrees to designate a qualified individual to serve as REQUESTOR'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. REQUESTOR shall use, handle and dispose of all human tissue supplied to REQUESTOR pursuant to this Agreement in compliance with all applicable local, state, and federal statutes, laws, rules and regulations.
 - k. REQUESTOR is responsible for storing and using all NAM provided by UTN in a safe, secure, and appropriate fashion and have the ability to keep the integrity of the NAM.
 - l. REQUESTOR is responsible for ensuring all NAM 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. REQUESTOR is responsible for ensuring all NAM 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. REQUESTOR shall not identify or attempt to identify the donor of any tissue provided to it by UTN.
 - p. REQUESTOR will not remove the included Metal ID Tag on each NAM specimen. If REQUESTOR 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 NAM are made on the following terms:
- a. The parties hereto understand that availability of NAM is not always constant; nevertheless, UTN shall use its best efforts to provide NAM in the amounts and on the schedule, each as reasonably requested by REQUESTOR.
 - b. Shipments will be made in a manner so as to preserve the quality of the NAM. 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 REQUESTOR.
 - 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 NAM is 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) In the event of any breach by REQUESTOR of its representations and warranties set forth in Paragraph 4 of this Agreement, UTN, upon written notice to REQUESTOR, shall have the right to immediately terminate this Agreement and the limited and conditional license of REQUESTOR to use the NAM provided hereunder. In the event of such a termination, REQUESTOR agrees that it will immediately forward all NAM in its possession to the agreed disposition facility and provide documentation to UTN verifying the disposition of the NAM.
- 8) To the extent permissible under state law of Arizona, any controversy or claim out of or relating to obligations and duties under this Agreement or the alleged breach thereof, shall first attempt to be settled by mediation occurring in the principal office location of the REQUESTOR. If the dispute or controversy cannot be settled in mediation, then either party will be entitled to seek all other appropriate legal remedies and relief in the applicable State or Federal District Court in the principal location of the REQUESTOR. However, all provisions and terms of this Agreement shall be interpreted using the laws of the State of Arizona. The prevailing party in any legal proceeding brought to enforce the provisions of this Agreement shall be paid its costs and reasonable attorneys' fees, as

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determined by the appropriate Court.

- 9) Each party shall have the right to seek a court order for good cause (after attempted mediation) in order to access the other's records, to evaluate compliance under this Agreement.
- 10) REQUESTOR will acknowledge UTN as provider of NAM and agrees to provide UTN with a copy of any non-confidential publication that makes reference to UTN.
- 11) To the extent permissible under state law of the principal location of the REQUESTOR, the REQUESTOR will indemnify and save harmless UTN, and their respective officers, directors, agents, and/or employees, consultants or UTN's NAM sources from any actual loss or damage resulting from the use by REQUESTOR of human tissue specimens provided by UTN or UTN's NAM sources, except for loss
UTN will indemnify and save harmless REQUESTOR, 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 REQUESTOR in this Agreement or as a result of REQUESTOR'S negligence or willful misconduct in performing its obligations hereunder.
- 12) 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 REQUESTOR 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. REQUESTOR understands that REQUESTOR 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 NAM 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, REQUESTOR will (a) hold in confidence, all information identified as UTN Confidential Information disclosed to REQUESTOR or its personnel and (b) use UTN Confidential Information only in connection with REQUESTOR's performance of its obligation under this Agreement. REQUESTOR agrees that UTN's failure to identify any such information as "UTN Confidential Information" shall not relieve REQUESTOR 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 REQUESTOR at the time of its disclosure, is acquired or developed by REQUESTOR following disclosure without violation of this Agreement or is disclosed by UTN to any third party without similar non- disclosure restriction.
- 13) Except in the case of a breach of the terms of the Agreement by the REQUESTOR as described herein below, 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. In the event REQUESTOR breaches any provision of Paragraphs two (2) or four (4) of this Agreement UTN reserves the right to immediately terminate this Agreement. UTN will provide REQUESTOR written notice of any such breach and termination of this Agreement.
- 14) NON-DISCRIMINATION IN EMPLOYMENT. In connection with the services and performance of this Agreement UTN agrees not to discriminate against any employee or REQUESTOR for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, national origin, or developmental disability as defined under applicable state and federal law.
- 15)
 - 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 digital document signing services such as DocuSign and/ or teletype/fax transmissions and the electronic or facsimile signatures(s) created thereby shall be considered an original signature.

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Authorization			
REQUESTOR			Address For Notice Purposes:
Institution:			
Authorized Signature:			
Printed Name:			
Title:		Date:	
United Tissue Network			Address For Notice Purposes:
Authorized Signature:			3620 E. Wier Avenue Phoenix, AZ 85040
Printed Name:			
Title:		Date:	

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