

個人情報の取り扱いについて

注文書・確認書・確約書等にご記入いただきましたお客様の個人情報は、当社個人情報保護方針に基づき適切に取り扱い、次のような目的に利用いたします。利用目的を変更する必要がある場合は、変更前の利用目的と相当の関連性を有すると合理的に認められる範囲内で変更し、変更後の利用目的を当社ホームページ (https://www.funakoshi.co.jp/privacy_policy) に告知いたします。

- (1) ご記入内容等の確認のため
- (2) 当社へのお問い合わせや資料等のご請求への対応
- (3) 当社が取扱う商品・サービスの変更案内やサポート情報の提供
- (4) ご注文いただいた製品をお客様に直接お送りするため

ご記入いただいた内容等の確認のため、または製品仕様等が変更された場合、当社担当者よりご連絡もしくは訪問させていただく場合があります。

上記に同意して記入する。 上記に同意しない。



テクニカルサポート・受託特注品担当にお問い合わせください。

個人情報に関するお問い合わせおよび開示・訂正・削除のお申込み先

フナコシ株式会社 総務部 個人情報相談窓口

TEL. 03-5684-1611

e-mail : privacy@funakoshi.co.jp



Cellaria 社の細胞製品は、ご購入にあたり **End User License Agreement** にご同意いただく必要があります。**End User License Agreement** の内容をご確認のうえ、下記事項に同意いただけましたら、次ページ以降の必要事項を記入し、**Agreement** 全文を販売店担当者にお渡し下さい。ご所属・お名前を確認のうえ、製品をお届けいたします。

※**End User License Agreement** 主要事項の概要および補足（必ず原文をご確認下さい）

- ・本製品は Cellaria 社が所有権を保持する製品やデータが含まれます。
- ・本製品は研究用です。臨床，診断，治療用途としては販売されません。
- ・製品責任規定及び秘密保持既定があります。

なお、この書面は当社ならびに Cellaria 社に保管し、ご記載いただいた個人情報は、当 **Agreement** の確認にのみ使用させていただきます。ただし、法令等に基づき、官公庁・公的機関への報告が要請された場合、あるいは人命・身体の保護または財産の保護のために必要な緊急の場合には、当社の責任において適切な情報提供を行うことがあります。

ご不明な点につきましては、下記までお問い合わせ下さい。

お問い合わせ先：受託・特注品業務担当

Tel. 03-5684-1645 Fax 03-5684-6539

e-mail : jutaku@funakoshi.co.jp

記入例

1 ページ目



本書類を提出される日付(年)をご記入下さい

本書類を提出される日付(月)を英字でご記入下さい

本書類を提出される日付(日)をご記入下さい

ACCESS AND USE AGREEMENT

お客様の氏名をご記入下さい

THIS LICENSE AGREEMENT (“Agreement”) is made as of this 17 day of June, 2022 (the “Effective Date”), is by and between Cellaria Inc, a Delaware corporation with an address at 9 Audubon Road, Wakefield, MA, USA 01880 (“Cellaria”), and Taro Funakoshi of Department of Molecular Biology, Faculty of Sciences, Funa University, with an address at 1-4-3 Katsushima, Shinagawa-Ku, Tokyo, 140-0012, Japan (“User”). Each of Cellaria and User is also referred to herein individually as a “Party” and collectively as the “Parties”.

お客様のご所属の住所ご記入下さい

お客様のご所属をご記入下さい

ご所属が企業の場合は“a company”, その他の場合は適切な法人名をご記入下さい

6 ページ目

第 10 条



契約に関する連絡を行う契約者様氏名及び書面の送付先をご記入ください

10. NOTICES

10.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at the following address:

For the User: Taro Funakoshi 1-4-3 Katsushima, Shinagawa-Ku, Tokyo, 140-0012, Japan

For Cellaria: David M. Deems, President and Founder, Cellaria, Inc, 9 Audubon Road, Wakefield, MA 01880

11. ENTIRE AGREEMENT

見本

As Witness, the Parties have caused this EULA to be duly signed by the following authorized representatives as follows:

Authorized to sign on behalf of User:

お客様サイン(直筆)

サインした日付(直筆)

Taro Funakoshi

6/17/2022

Name

Date

Authorized to sign on behalf of Cellaria Inc:

[Handwritten Signature]

Name

Stamp (if applicable)





ACCESS AND USE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___ (the “Effective Date”), is by and between Cellaria Inc, a Delaware corporation with an address at 9 Audubon Road, Wakefield, MA, USA 01880 (“Cellaria”), and _____ of _____, _____, _____ with an address at _____ (“User”). Each of Cellaria and User is also referred to herein individually as a “Party” and collectively as the “Parties”.

IT IS AGREED:

1. DEFINITIONS

- 1.1. **“Affiliated Entity”** means any legal entity that is under the direct or indirect control of the User, under the same direct or indirect control as the User, or is directly or indirectly controlling the User, control taking any of the following forms: (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;(b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.
- 1.2. **“Banked Material”** means progeny descended from Original Material, including Derivatives and Replicates thereof, that have been distributed into one or more containers for storage.
- 1.3. **“Banking”** means developing, acquiring, importing, exporting, proliferating, maintaining, storing, or distributing Banked Material.
- 1.4. **“Derivative”** means a cell or cells modified, including, but not limited to a genomic modification, or differentiated from Original Material or Banked Material, or a Replicate thereof, or a composition that wholly or partially incorporates Original Material or Banked Material, or a Replicate thereof, such as a seeded cell composition for deposition on another surface, or as a resistance cell population that has been exposed to other compounds.
- 1.5. **“Intellectual Property”** means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.
- 1.6. **“Managed Data”** means data or information associated with the Original Material, or any progeny thereof, or the Cellaria Cell Model used to produce the Original Material, which, for the purposes of donor protection, is held by Cellaria in a secure data management system, access to which will be detailed in a specific data access agreement, outside of the terms of this Agreement, with the relevant holder.
- 1.7. **“Original Data”** means data or information, excluding Managed Data, that pertains to characteristics of the Original Material, which is provided by Cellaria in a Product Attribute Sheet and Certificate of Analysis as part of its marketing of the commercially released Cellaria Cell Model.



- 1.8. **“Original Material”** means the Cellaria Cell Model, at its original purchase date, that is released to the User in a suitable medium and distributed in a container(s). The Original Material is identified on an original Purchase Order or Material Transfer Agreement and is accompanied by a Product Attribute Sheet and Certificate of Analysis. The Certificate of Analysis remains valid for no more than 30 days for Original Material and Banked Material, or a Replicate thereof, that is handled according to the Passaging Protocol, which is available from Cellaria. The Certificate of Analysis does not apply to a Derivative.
- 1.9. **“Replicate”** means an unmodified or undifferentiated cell or cells descended as progeny from Original Material or Banked Material that retain(s) the characteristics of the Original Material as identified in the Product Attribute Sheet and Certificate of Analysis.
- 1.10. **“Research Use”** means use by the User, or an Affiliated Entity, of Original Material or Banked Material, or a Derivative or Replicate thereof, or Original Data for any research purpose. For clarity, a ‘research purpose’:
- 1.10.1. includes any pre-clinical research or development activity, any activity relating to developing the ability to commercialize any drug substance or drug product (including process development work), and any activity relating to seeking, obtaining and/or maintaining a regulatory approval from a regulatory authority that specifically includes Original Data;
- 1.10.2. does not extend to the foregoing research and development activity, or any other activity, provided as a service for a fee, including distribution of Original Material or Banked Material, or a Derivative or Replicate thereof, to a third party as a service for a fee; and
- 1.10.3. excludes the use of Original Material or Banked Material, or a Derivative or Replicate thereof, in human clinical testing, as a therapeutic, or as a diagnostic, including but not limited to clinical applications, cell therapy, transplantation, and/or regenerative medicine.
- 1.11. **“Third Party Obligation”** means an obligation to a third party, in relation to the use of the Original or Banked Material, or a Derivative or Replicate thereof. For avoidance of doubt, such an obligation may include, but is not limited to, reach-through intellectual property rights including a royalty obligation to a third party, an existing distribution arrangement with a third party, and specific terms of donor consent.
- 1.12. **“User”** means the natural or legal person who is party to this Agreement.

2. GRANT OF RIGHTS: ACCESS AND USE

2.1 Grant of License. Cellaria:

- i. agrees that, upon execution of this Agreement, or as soon as reasonably possible thereafter, it will provide the User, or an Affiliated Entity, with:
 1. the prescribed number of vials, as identified in the original Purchase Order, of the Original Material; and
 2. access to Original Data;
- ii. hereby grants to the User, or an Affiliated Entity, subject to any Third Party Obligation, a non-exclusive, royalty-free, worldwide license to use the Original Material, or any progeny thereof, and Original Data for Research Use during the term of this Agreement; the Original Material is not sold, and rights under this Agreement are not granted, for use in any clinical, diagnostic, or therapeutic applications;



2.2 Limitations. The User acknowledges prior receipt of the Cellaria Price Sheet (cellariainc.com) and agrees that it will

2.2.1 prior to any use, obtain all necessary permits to use the Original Material, or progeny thereof, for Research Use; obtaining any license(s) or other approvals necessary to use the Original Material, or any progeny thereof, pursuant to this Agreement is the exclusive responsibility of the User, or an Affiliated Entity. *Cellaria will not be responsible or liable for any losses, costs, expenses, or any other forms of liability arising out of the unauthorized or unlicensed use of the Original Material, or progeny thereof. By using the Original Material, or progeny thereof, for any purpose, the User, or an Affiliated Entity, agrees to indemnify and hold Cellaria harmless for any and all damages and/or liability, however characterized, related to the unauthorized or unlicensed use of the Original Material, or progeny thereof. Under no circumstances shall Cellaria be liable for any consequential damages resulting from any use (approved or otherwise) of the Original Material, or progeny thereof;*

2.2.2. not sell or resell the Original Material, or any progeny thereof, without the express, written consent of Cellaria;

2.2.3 make no attempt, at any time, to establish the personal identity of the individual donor of the primary tissue from which the Cellaria Cell Model or Original Material was derived;

2.2.4 use the Original Material, or any progeny thereof, including Banked Material, or a Derivative or Replicate thereof, and Original Data:

i. solely for Research Use,

ii. in compliance with all applicable laws, government regulations and codes, and

iii. in compliance with any Third Party Obligation;

2.2.5 ensure that any third party, other than an Affiliated Entity, to whom the User subcontracts research involving the Original Material or Banked Material, or a Derivative or Replicate thereof, or otherwise permits access to the Original Material or Banked Material, or a Derivative or Replicate thereof, has undertaken in writing to comply with all relevant restrictions and obligations imposed by this Agreement on the User; and

2.2.6 include, in any written application for patent or submission for publication, appropriate acknowledgement of Cellaria, Inc.

2.3 Cellaria and the User agree that nothing in this Agreement shall operate to alter any Third Party Obligation.

2.4 For avoidance of doubt, no access to Managed Data is provided by this Agreement.

2.5 The User shall have no right to sublicense any of the rights licensed hereunder.

2.6 No other rights are conveyed to User by Cellaria by implication, estoppel, or otherwise, and any rights not expressly granted under this Agreement are reserved by Cellaria.

3. PROPERTY AND OWNERSHIP

3.1 Subject to any Third Party Obligation, Cellaria shall retain ownership of:

3.1.1 Intellectual Property arising out of the Research Use of any of the Original Material, Banked Material, or a Derivative or Replicate thereof, and Original Data.

4. LIABILITY

4.1 Each Party represents that it has the requisite power and authority to enter into this Agreement and to perform according to its terms, and that the official of each Party executing this Agreement has authority to do so.



4.2 Any Original Material delivered pursuant to this Agreement is understood to be experimental in nature.

4.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES, OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

4.4 Cellaria makes no express or implied warranty, condition or representation whatsoever regarding the Original Material, other than the information provided in the Original Data. In particular, Cellaria:

4.4.1 provides no warranty in regard to the sufficiency, adequacy, or fitness of the Original Material or Banked Material, or a Derivative or Replicate thereof, or the Original Data for any particular purpose, and

4.4.2 does not represent or warrant that the use of the Original Material or Banked Material, or a Derivative or Replicate thereof, or the Original Data will not infringe or violate any Intellectual Property of any third party.

4.5 Nothing in this Agreement shall operate to limit or exclude the liability caused by the gross negligence or willful misconduct of that party or any other liability which may not lawfully be excluded.

4.6 The User shall indemnify and, subject to clause 4.8, hold harmless Cellaria for any damages or loss incurred in the event of failure of the User, any Affiliated Entity, or a subcontractor of any of them, to comply with the requirements imposed on such entity by this Agreement.

4.7 In the event of any noncompliance referred to in clause 4.6, the User will promptly, and in writing, notify Cellaria, who will take and continue to take all reasonable steps to mitigate its loss arising from the event.

4.8 Without prejudice to clause 4.5, the liability incurred by the User, as a result of a single event giving rise to a claim pursuant to clause 4.6, shall not exceed the purchase price of the Cellaria Cell Model.

5. CONFIDENTIALITY

5.1 Each party agrees not to (i) disclose any confidential information provided to it by the other pursuant to this Agreement or (ii) use the names or marks of the other without express written permission.

5.2 The obligations of confidence referred to in this clause 5 shall not extend to:

5.2.1 the contact details of the User;

5.2.2 other information which is, or becomes, generally available to the public, other than by reason of a breach by Cellaria of any provision of this clause 5;

5.2.3 information that Cellaria is required to disclose to Investors or Regulators pursuant to an NDA, including, but not limited to Additional Data, and as may be required in accordance with Third Party Obligations;

5.2.4 information that Cellaria is required to disclose to the organization(s) contracted by Cellaria to procure new patient specimens, subject to suitable undertakings of confidentiality given by such organizations;

5.2.5 information which is known to Cellaria prior to its receipt from the User;

5.2.6 information that is subsequently disclosed to Cellaria without obligations of confidence by a third party owing no such obligations to the disclosing party in respect thereof; or

5.2.7 information that is required to be disclosed in accordance with applicable law or by appropriate regulatory authorities.

5.3 Publications: The confidentiality provisions of this Section 5 are applicable to all public disclosures, including publications, abstracts, and papers authored by User, or an Affiliated Entity, or their employees, consultants, or contractors, or any data or information to be published in any public database or forum,



relating to the Original Material or Banked Material, or a Derivative or Replicate thereof, or Original Data, or Research Use thereof under the terms of this Agreement. Manuscripts of all such public disclosures shall be submitted to Cellaria at least sixty (60) business days prior to submission in final form to any publisher. Cellaria shall inform User of any comments, alterations, or deletions necessary to protect its rights under Section 5 within sixty (60) business days and User shall be obligated to make such changes prior to submitting any manuscripts in final form. Cellaria shall give good faith consideration to any objections and comments from User on the changes. In addition, if Cellaria informs User that the proposed publication or public disclosure discloses any patentable invention made wholly or in part by Cellaria that has not yet been protected through the filing of a patent application, then User shall either (a) delay such proposed publication or public disclosure, for up to ninety (90) business days from the date Cellaria informs User of its objection, to permit the timely preparation and first filing of patent application(s) on the invention involved, or (b) remove the identified disclosures before publication or public disclosure. If User does not receive any written comments from Cellaria within the applicable review period, Cellaria will be deemed to have no objection to User's planned publication or public disclosure. User shall not disclose through a publication or public disclosure scientific results obtained using the Original Material or Banked Material, or a Derivative or Replicate thereof, or Original Data, for any Research Use under the terms of this Agreement without the consent of Cellaria.

6. TERM AND TERMINATION

6.1 This Agreement shall come into effect on the date of its execution by both Parties and, subject to clause 6.2, shall remain in force for as long as the Original Material or Banked Material, including a Derivative or Replicate thereof, or the Original Data is held and used by the User.

6.2 This Agreement may be terminated on thirty (30) days written notice by either Party to the other.

6.3 Upon termination or expiry of this Agreement for any reason, and subject to the provisions of any other agreement between Cellaria and the User, if and as they apply to the User and any Affiliated Entity:

6.3.1 the rights granted to the User and any Affiliated Entity pursuant to this Agreement will cease to have effect; and

6.3.2 the User shall:

- i. discontinue its use of the Banked Material and any Derivative or Replicate thereof,
- ii. upon direction of Cellaria, return or destroy any remaining Banked Material and any Derivative or Replicate thereof, and
- iii. notify each Affiliated Entity and subcontractor to whom it has given access to the Banked Material, or any Derivative or Replicate thereof, of the termination or expiry of this Agreement.

The provisions of clauses 2.2, 4, 5, 6, 7, 8, 9, 10, 11 and 13 shall survive expiry or termination of this Agreement.

7. ASSIGNMENT

7.1 If the User transfers any rights in the Original Material or Banked Material, or a Derivative or Replicate thereof, or the part of its business controlling the same to a third party, the rights of the User under this Agreement will, subject to its obligations hereunder, be deemed to be assigned to the transferee. The User undertakes to ensure that the transferee is notified of the existence of this Agreement and to notify Cellaria in writing of the transfer.

7.2 Cellaria may, without the consent of the User, as part of an assignment of its legal interest in the the Original Material or Banked Material, or a Derivative or Replicate thereof, assign its rights, subject to its obligations, under this Agreement, to another corporate entity, and shall notify the User promptly



following any such assignment. Alternatively, the User undertakes to novate this Agreement to such assignee, upon the reasonable request of Cellaria.

7.3 This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto.

8. RELATIONSHIP

8.1 The relationship of the Parties is that of independent contractors and not agents of each other or joint venturers or partners. Each Party shall maintain sole and exclusive control over its personnel and operations.

9. AMENDMENT

9.1 Except as expressly provided in this Agreement, no amendment or waiver will be binding unless executed in writing by both Parties. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.

10. NOTICES

10.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at the following address:

For the User: _____

For Cellaria: David M. Deems, President and Founder, Cellaria, Inc, 9 Audubon Road, Wakefield, MA 01880

11. ENTIRE AGREEMENT

11.1 This Agreement, including any and all appendices and referenced documents, constitutes the entire agreement between the Parties regarding the use of the Banked Material, Original Data and Additional Data, superseding all other representations, understandings or agreements, whether oral or written.

12. COUNTERPARTS

12.1 This Agreement may be executed in counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The Parties recognize that a bona fide dispute as to certain matters may from time to time arise during the term of this Agreement which relates to either Party's rights and/or obligations hereunder. In the event of the occurrence of such a dispute, either Party may, by written notice to the other Party, have such dispute referred to their respective senior



officials designated below or their successors, for attempted resolution by good faith negotiations within thirty (30) days after such notice is received. In the event the designated senior officials are not able to resolve such dispute within the thirty (30) day period, either Party may invoke the provisions of Section 13.2.

13.2 Any dispute not resolved by good faith negotiations as set forth in Section 13.1 shall be resolved by binding arbitration in accordance with this Section 13.2. To begin an arbitration proceeding, a Party shall provide written notice to the other Party stating that it is initiating an arbitration proceeding and setting forth the issues to be resolved by arbitration (the “**Initiation Notice**”). Within ten (10) business days after its receipt of the Initiation Notice, the other Party may, by written notice to the Party initiating the arbitration proceeding (the “**Response Notice**”), add additional issues to be resolved within the same arbitration

13.3 The Parties concerned may, rather than arbitrate under clause 13.2, instead elect to resolve by mediation a dispute or difference arising in connection with this EAU which cannot be settled amicably. Such election shall be by unanimous written consent of the Parties involved in the dispute.

Notwithstanding the foregoing, either Party shall have the right, without waiving any right or remedy available to such Party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such Party, pending the selection of the arbitrators hereunder or pending the arbitrators’ determination of any dispute, controversy or claim hereunder.

As Witness, the Parties have caused this EULA to be duly signed by the following authorized representatives as follows:

Authorized to sign on behalf of User:

Name Date

Authorized to sign on behalf of Cellaria Inc:

Name

Stamp (if applicable)