



Prellis Biologics, Inc. Research Support Program

Congratulations on being selected to be part of the Prellis Biologics, Inc. Research Support Program. We work with over 50 laboratories helping to support 3D culture and develop novel protocols in the area of tissue engineering.

The purpose of this agreement is to assist Prellis Biologics, Inc. with product development by providing written, verbal, and image based feedback.

This Participant Agreement is a legal document being executed between [_Laboratory Name, Institution, Location_] and Prellis Biologics, Inc that outlines both parties obligations. It is important for both parties that you are comfortable with these terms. You should read the entire agreement carefully before you sign it. If you do not understand or agree to any part of the agreement, please ask questions before completing it.

By agreeing to this document, you are agreeing to the provisions as stated below:

- Actively use and evaluate the product within 1 month of receiving the product.
- Provide feedback as requested and assist the Prellis Team in development by responding to survey questions and sharing your experience with the product in a timely manner.
- Attribute Prellis Biologics if you share public or private copies of pictures, videos, or publications of the research materials.
- Send images of Vascular Tissue Blank™ with cells after experiments have been conducted with applicable figure captions including:
 - cell type(s)
 - endpoint
 - labeling
 - imaging method
- Agree to respond in a timely manner to requests to use research data.

Prellis Biologics, Inc. reserves the right to share images in a confidential setting with attribution to the Participant and lab. Images may be shared in a presentation format with approval of the research group, but will not be used for publication purposes.

PARTICIPANT AGREEMENT

This PrellisBio Research Support Program Participant Agreement (“Agreement”) is made and entered into between {Participant} (“Participant”) and Prellis Biologics, Inc (“Manufacturer”), and is effective as of the date of acceptance by the Participant. The purpose of the Vascular Tissue Blank™ Research Support Program is to assist Prellis in developing customer success metrics, and the data and information will be used to develop criteria Prellis uses to evaluate efficacy of protocols and designs. Your data will remain confidential to Prellis.

Participant is an individual or business that desires to use Vascular Tissue Blank™, which provides access to confidential materials or services currently in development by Manufacturer. Manufacturer wishes to obtain the benefit of Participant’s services and reports as a user of manufacturer’s product. In consideration of the premises, and of the mutual covenants and conditions, the parties, agree to the following terms and conditions:

1. **Research Material.** Each material or service listed on Exhibit A and all components, accessories, and documentation related to each such Research Material and/or technology provided by Manufacturer including, but not limited to, specifications and other technical information, and all updates or revisions thereto, shall be referred to in the following provisions as the “Research Material.” The parties hereto agree that Participant shall be a user for those Research Materials set forth on Exhibit A, as may be amended from time to time by Manufacturer.
2. **License.** Manufacturer hereby grants Participant a non-exclusive, non-transferable consent and license to use each Research Material solely for the purpose of evaluating and using the Research Material for Manufacturer as described in Exhibit A. The Research Material may not be sublicensed, sold, assigned, leased, loaned, or otherwise transferred by Participant to any third party for any reason.
3. **Manufacturer’s Obligations.**
 - a. Manufacturer will deliver the ResearchMaterial to Participant at Manufacturer’s expense.
 - b. Manufacturer will provide the support or warranty service for the Research Material described in the Exhibit and no other support or services.
 - c. Manufacturer has no obligation to develop or provide any updates or revisions to the Research Material, and Manufacturer reserves the right to alter or adjust performance specifications for the Research Material as it deems necessary or desirable.

- d. Manufacturer will provide the instructions, safety information, warnings or cautions concerning the Research Material described or included in Exhibit A and no other.

4. Participant's Obligations.

- a. Participant agrees to use and evaluate the Research Material as requested and described in Exhibit A. Participant agrees to familiarize itself with the Research Material information provided by Manufacturer and to only use or use the Research Material as directed. Participant will notify Manufacturer of any and all functional flaws, errors, anomalies, and problems directly or indirectly associated with the Research Material known to or discovered by Participant. In addition, Participant agrees to provide Manufacturer with such reports via the methods designated by Manufacturer and to promptly respond to any and all reasonable inquiries, questionnaires, surveys, and other documents submitted to Participant by Manufacturer.
- b. If Participant is a company or other entity, Participant shall designate to Manufacturer, in writing, an employee or representative who will serve as the single technical contact and who will be responsible for maintaining communication with the Manufacturer. In addition, the address, where Participant will use the Research Material, will be given to Manufacturer in writing. If Participant changes either its technical contact person or address, it will promptly notify Manufacturer in writing of such change.
- c. Upon Manufacturer's request, images and data with applicable figure captions including but not limited to: cell type(s), endpoint, labeling and imaging method of Research Material, Participant agrees to send the requested information within seven days of Participant's receipt of Manufacturer's request to do so. If Participant fails to send images and data with applicable figure captions of Research Material within this seven-day period, Participant agrees to purchase the Research Material from Manufacturer at the full retail price for such Research Material, along with all shipping costs and any applicable processing fees, as set forth in an invoice from Manufacturer. If the Research Material is lost, damaged or destroyed during the term of this Agreement while in Participant's possession, Participant shall be responsible for the costs of repair or replacement of such Research Material at its sole expense.
- d. Any feedback, ideas, modifications, suggestions, improvements, and the like made by Participant with respect to the Research Material ("Supportive Information") will be the property of Manufacturer. Participant agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Supportive Information and the related intellectual property rights to Manufacturer and agrees to assist Manufacturer, at Manufacturer's expense, in perfecting and enforcing such rights. Manufacturer may disclose or use Supportive Information for any purposes whatsoever without any obligation to Participant.
- e. Participant agrees to pay all incidental costs (such as, costs for production, development, cells, imaging etc.) associated with the use of the Research Material and incurred during

Participant's possession of the Research Material, unless otherwise agreed to in writing by both parties and described in Exhibit A.

- f. Participant must use Research Materials within 30 days of receiving the shipment. If Research Materials are unused after that time, Participant will pay for the Research Material at full cost.

5. Confidentiality

- a. Participant acknowledges that as a user, Participant may have access to, and Manufacturer may disclose to Participant, certain valuable information belonging to and relating to Manufacturer which Manufacturer considers confidential, including, but not limited to, information concerning the Research Material, the Research Material's trademark(s) and trade name(s), user manuals, sales and marketing plans, business plans, processes, customer lists, and other trade secrets ("Confidential Information"). Participant shall use the Confidential Information solely for research purposes and, for a period of three (3) years from Participant's receipt of the Confidential Information, shall not disclose, without Manufacturer's written consent, such Confidential Information to third parties or use such Confidential Information for its own benefit or for the benefit of third parties. The Manufacturer consents to images and data from the Research Material produced to be shared as long as attribution is given to Prellis Biologics.
- b. If Participant is a company or other entity, Participant shall disclose Confidential Information only to those of its employees who need to know such information for the purpose of the agreed-upon research, and shall ensure that its employees observe the confidentiality obligations in this Section 5. Participant acknowledges that the Research Material contains Confidential Information developed or acquired by Manufacturer and that all rights therein and in other Manufacturer Confidential Information remain in Manufacturer. Participant will not disclose that it is evaluating or using or has evaluated or used the Research Material to any third party without Manufacturer's prior written consent. In addition, Participant agrees to treat any communications and reports prepared under this Agreement, including, but not limited to, those prepared in accordance with Section 4.1, as Confidential Information and will not divulge the existence or content of such communications or reports to any third party without Manufacturer's prior written consent.
- c. This Agreement shall impose no obligation of confidentiality upon Participant with respect to any portion of the Confidential Information which: (i) now or hereafter, through no act or failure to act on Participant's part, becomes generally known or available; (ii) is known to Participant at the time Participant receives same from Manufacturer as evidenced by written records; (iii) is hereafter furnished to Participant by a third party as a matter of right and without restriction on disclosure.

6. Proprietary Rights; No Right to Copy, Modify, or Disassemble.

- a. The Research Material provided by Manufacturer and all copies thereof, are proprietary to and the property of Manufacturer. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Research Material are and will remain in Manufacturer and Participant shall have no such intellectual property rights in the Research Material.
 - b. Participant may not copy or reproduce the Research Material without Manufacturer's prior written consent. Participant may not copy or reproduce any Research Material or documentation provided by Manufacturer, without Manufacturer's prior written consent, except as is reasonably needed to perform Participant's obligations under this Agreement. Each Research Material or documentation made by Participant must contain Manufacturer's proprietary and copyright notices in the same form as on the original. Participant shall not remove or deface any portion of any legend provided on any part of the Research Material.
 - c. Participant agrees to secure and protect the Research Material and all copies thereof in a manner consistent with the maintenance of Manufacturer's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents permitted access thereto to satisfy its obligations hereunder.
 - d. Participant shall not reverse engineer, alter, modify, disassemble or decompile the Research Material, or any part thereof, without Manufacturer's prior written consent.
7. **Disclaimer of Warranty.** By its nature, the Research Material may contain errors, deformities and other problems that could cause experimental failure and the use and quality assurance of the Research Material may not yet be completed. Because the Research Material is subject to change, Manufacturer reserves the right to alter the Research Material at any time, and any reliance on the Research Material is at Participant's own risk. PARTICIPANT ACCEPTS THE RESEARCH MATERIAL "AS IS." MANUFACTURER MAKES NO WARRANTY OF ANY KIND REGARDING THE RESEARCH MATERIAL. MANUFACTURER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS.
8. **Term and Termination.**
- a. The term of this Agreement shall begin on the date set forth above (or, if no date is given, then the date both parties accept this Agreement by written signature) and shall continue until terminated as set forth below. Upon termination of this Agreement for any reason, the three-year obligation to protect Confidential Information, as set forth in Section 5.1, shall survive such termination.
 - b. This Agreement may be terminated at any time for any reason by either party giving ten days prior written notice to the other party, subject to Section 8.3 below. A particular Research Material Agreement shall automatically terminate upon the discretion of the Manufacturer, or

sooner upon ten days prior written notice by either party. The parties acknowledge that Manufacturer is under no obligation to release any final product or Research Material to the public.

- c. Upon termination of this Agreement or a particular Research Material Agreement, Participant agrees to (a) share all images and data of the Research Material to Manufacturer, if requested by Manufacturer in writing to do so, within seven days after such termination, or (b) if requested by Manufacturer to do so, certify to Manufacturer in writing that the Research Material and all copies thereof have been destroyed, or (c) purchase the Research Material as set forth in Section 4.3. The provisions of, and the obligations of the parties under, Sections 4.3, 4.4, 5, 6, 7, 8 and 9, and any other provisions that would normally survive, shall survive the termination of this Agreement.
9. **Limitation of Liability.** IN NO EVENT SHALL MANUFACTURER BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE RESEARCH MATERIAL OR THE TRANSACTIONS CONTEMPLATED HEREIN.
 10. **Exporting Restrictions; United States Government Legends.** Research Materials provided to Participant may be subject to United States Export Restrictions. Participant agrees not to export or re-export any Research Material or accompanying documentation in violation of any applicable laws and regulations of the United States or the country in which Participant obtained them. Participant agrees not to export or re-export, Research Material or accompanying documentation without obtaining written authorization from the U.S. Department of Commerce.
 11. **Waiver.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
 12. **Assignment; Severability.** Participant agrees not to assign any rights under this Agreement; any attempted assignment shall be null and void and shall result in the termination of this Agreement. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.
 13. **Governing Law.** This Agreement shall be governed by the laws of the State in which Manufacturer is organized, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties agree that the federal or state courts located in the State where Manufacturer is organized shall have exclusive jurisdiction to hear any dispute under this Agreement.
 14. **Entire Agreement.** This Agreement and the Exhibits hereto, including any additional terms and conditions listed in Exhibit A for certain Research Materials represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all prior agreements between

the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written acceptance of both parties.

IN WITNESS WHEREOF, the Participant agrees to the terms of this Agreement effective as of the date of this acceptance.

PARTICIPANT Signature

Participant Name (Print)

Date

PARTICIPANT AGREEMENT

Exhibit A

Section 1

Description of Manufacturer Research Material(s):

Vascular Tissue Blanks™ (VTBs™) are 3D laser printed structures that allow Participant to grow their specified cells to a consistent size, faster than standard methods, and with minimal hypoxia. There are 4 structures available for users, each available upon discretion of the Manufacturer. Below are the dimensions of the four structures:

Organoid Basket - Hemisphere, 2mm in diameter x 1mm in height

Organoid Demi-Basket - Hemisphere, 2mm in diameter x 0.5mm in height

Vascular Bundle - Over 50 true-to-form capillary vascular network, 1.3mm x 2.1mm x 0.27mm

Tissue Chip - Over 1000 vascular & microvascular features, 2mm x 2mm x 1mm or 3mm x 3mm x 1mm or 4mm x 4mm x 1mm

Ordering Sheet

Structure	Quantity
Organoid Basket (2mm diameter x 1mm height)	
Organoid Demi-Basket (2mm diameter x 0.5mm height)	
Vascular Bundle 1.3mm x 2.1mm x 0.27mm	
Tissue Chip (2mmx2mmx1mm)	
Tissue Chip (3mmx3mmx1mm)	
Tissue Chip (4mmx4mmx1mm)	

For further information email greg@prellisbio.com