



Limited Use Label License

IMPORTANT INSTRUCTIONS - READ CAREFULLY: This Limited Use Label License specifically refers to the OXGENE™ proprietary plasmids listed in Schedule A. The purchase of any these **Plasmids** from WUXI ATU CO., LTD (“WUXI”), provides a non-exclusive license and conveys to the buyer limited, non-transferable rights to use the Plasmids for **GMP Production and Research Purposes** in the **Territory** only but not for any **Competitive Purpose**, as such expressions are defined below, subject to the conditions set out in this Limited Use Label License Agreement. The use of any Plasmid for a Competitive Purpose is strictly forbidden.

Your right to use the Plasmids is subject to the following conditions and restrictions:

1. **“Plasmids”** means any and all of the OXGENE™ proprietary plasmids listed in Schedule A, and (without limitation) any constructs, replications, portions, components, modifications, improvements or derivatives thereof.
2. **“Research Purpose”** means the use of the Plasmids for production of viral vector for research purposes,
3. **“GMP Production Purpose”** means the use of Plasmids for the manufacture of viral vector for therapeutic, diagnostic, prophylactic or other medicinal products intended for use in humans or non-human animals. If plasmids listed in Schedule A are used in the development of a molecule or any derivative of such molecule that is used in or administered to humans, then the production of such molecule shall be deemed to be GMP production.
4. **“Competitive Purpose”** means use of the Plasmids in (a) any use, directly or indirectly, in manufacturing and/or production of the Plasmids, or quality control; (b) any use to provide a service, information, or data for consideration; or (c) any use of the Plasmids or supply or offer to supply the Plasmids, whether on their own or as constituent parts of any other product or offering.
5. **“Territory”** means worldwide.
6. You may not use or transfer the Plasmids or any component part of the Plasmids to any third party, for any Competitive Purpose, or use the Plasmids or any component part of the Plasmids outside of the Territory.
7. The Plasmids, or materials made through use of the Plasmids, may be transferred by you to your legal affiliates or bona fide third-party contractors performing paid work on your behalf for your benefit, provided the use by such third-party contractors is limited to performance of work for you for a Research Purpose or GMP Production Purpose under the terms of this agreement.
8. **Transgene Plasmid – Right to Modify but not Produce** – plasmids **Q6794** (pSF-AAV-ITR-CMV-EGFP-ITR-KanR) and **Q6974** (pSF-Genome-SFFV-EGFP-KanR) may be modified through genetic DNA manipulation to yield new plasmid derivatives. Plasmids Q6794, Q6974 and derivatives may be transformed, amplified and grown using standard molecular approaches solely as required to establish the new construct. Further transformation, amplification, and growth must be undertaken by WUXI.
9. **Packaging Plasmids – No Right to Modify or Produce** – plasmids **Q1364** (pSF-Nano-Helper), **Q6801** (pSF-CMV-Cap2-EMCV-Rep), **Q5220** (pSF-CMV-Cap5-EMCV-Rep), **Q6961** (pSF-CMV-Cap6-EMCV-Rep), **Q6972** (pSF-Rev-KanR), **Q6973** (pSF -VSV-G-KanR) and **Q6975** (pSF-GagPol-KanR) may not be modified, re-transformed, grown, or expanded in any way. Further transformation, amplification, and growth must be undertaken by WUXI.
10. Your right to use the Plasmids will terminate immediately if you fail to comply with these terms and conditions. You shall, upon such termination of your rights, destroy the Plasmids, and components and derivatives thereof in your control, and notify WUXI and/or OXGENE of such in writing.

11. You may use derivatives of the plasmids **Q6794** (pSF-AAV-ITR-CMV-EGFP-ITR-KanR) and **Q6974** (pSF-Genome-SFFV-EGFP-KanR) to support the filing of a patent application in any country in the world that contains claims directed to derivatives of **Q6794** (pSF-AAV-ITR-CMV-EGFP-ITR-KanR) and **Q6974** (pSF-Genome-SFFV-EGFP-KanR).
12. You may not use the **Packaging Plasmids Q1364** (pSF-Nano-Helper), **Q6801** (pSF-CMV-Cap2-EMCV-Rep), **Q5220** (pSF-CMV-Cap5-EMCV-Rep), **Q6961** (pSF-CMV-Cap6-EMCV-Rep), **Q6972** (pSF-Rev-KanR), **Q6973** (pSF -VSV-G-KanR) and **Q6975** (pSF-GagPol-KanR) to support the filing of a patent application in any country in the world that contains claims directed to the **Packaging Plasmids Q1364** (pSF-Nano-Helper), **Q6801** (pSF-CMV-Cap2-EMCV-Rep), **Q5220** (pSF-CMV-Cap5-EMCV-Rep), **Q6961** (pSF-CMV-Cap6-EMCV-Rep), **Q6972** (pSF-Rev-KanR), **Q6973** (pSF -VSV-G-KanR) and **Q6975** (pSF-GagPol-KanR).
13. You may not deposit the Plasmids, or any derivatives thereof, in any publicly accessible, institutional, or centralized repository, be it profit or non-profit based, without the prior written approval of OXGENE™ (a trading name of Oxford Genetics Ltd).
14. For further information, and to discuss a commercial license, please contact legal@oxgene.com.

SCHEDULE A

AAV plasmids

- Q6794 - pSF-AAV-ITR-CMV-EGFP-ITR-KanR
- Q1364 - pSF-Nano-Helper
- Q6801 - pSF-CMV-Cap2-EMCV-Rep
- Q5220 - pSF-CMV-Cap5-EMCV-Rep
- Q6961 - pSF-CMV-Cap6-EMCV-Rep

Lentiviral plasmids

- Q6972 - pSF-Rev-KanR
- Q6973 - pSF -VSV-G-KanR
- Q6974 - pSF-Genome-SFFV-EGFP-KanR
- Q6975 - pSF-GagPol-KanR