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STANDARD LICENSE AGREEMENT
FOR CIRM BANK IPS CELLS
(large entity)

THIS LICENSE AGREEMENT (this "Agreement") is made as of this ___ day of _____, 201__ (the "Effective Date"), between Cellular Dynamics International, Inc., a corporation with offices at 525 Science Drive, Madison, WI 53711 ("**CDI**"), and _____, a _____ corporation having its principal place of business at _____ ("**Licensee**"). Each of **CDI** and **Licensee** is also referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1. BACKGROUND

1.01 **CDI** has invented itself and has also licensed patent rights related to the reprogramming of somatic human cells into induced pluripotent stem ("iPS") cells and has used the methods claimed in those patent rights to make iPS cells (iPSCs).

1.02 The California Institute for Regenerative Medicine (**CIRM**) has a contract with **CDI** (under RFAs 12-02 to12-04)to reprogram human somatic cells into iPSCs and to place those iPSCs in a **CIRM iPSC Repository** administered by the Coriell Institute for Medical Research (**Coriell**).

1.03 Other entities, including iPS Academia Japan (iPS AJ), Kyoto University (KU), The Wisconsin Alumni Research Foundation (WARF) and Massachusetts General Hospital (MGH), have licensed to **CDI** certain patent rights for use in the making of the **CIRM iPSC Repository**.

1.04 Under United States law, any sale or use in commerce of the product of a patented process is a patent infringement of the patent on the process. Since the process of making the **CIRM iPS lines** in the **CIRM iPSC Repository** was covered by the US patent rights of the **Licensors**, any use of the **CIRM iPS line**s is an infringement of those patent rights in the absence of a license.

1.05 **Licensee** desires to acquire the appropriate license rights in order to use the iPSCs to conduct commercial activity in its area of interest.

2. DEFINITIONS

2.01 "**CIRM iPSC line**" means an iPSC line created by **CDI** under contract with **CIRM** and placed in the **CIRM iPSC Repository** administered by **Coriell**.

2.02 "**Field of Use**" means the use of the **CIRM iPSC line or lines**, **Derivatives**, and **Differentiated Cells**, for research and commercial in vitro use, including, for avoidance of doubt, drug discovery and testing and general research activities. For avoidance of doubt, no use of any **CIRM iPSC** line or **Derivative** or **Differentiated Cell** to make any type of cell preparation for introduction into a human body is licensed hereunder.

2.03 "**Licensed Patent Rights**" shall mean

a) U.S. patent application and patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from such applications, divisions, and continuations, and any reissues, reexaminations, and extensions of all such patents;

b) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in a) above: all counterpart foreign applications and patents in a) above.

2.04 "**Licensed Product and Services**" includes the following, all within the Field of Use, (i) use or possession of a CIRM **iPSC** line by any commercial entity, and (ii) **Commercial Use** of **CIRM iPSC line** whether by a commercial entity or by a non-profit entity, and (iii) **Commercial Use** of **Derivatives** or **Differentiated Cells** made from **CIRM iPSC line or lines**, whether by a commercial entity or by a non-profit entity. The use is a **Licensed Product or Service** where use of the **CIRM iPSC line or lines** or **Derivatives** would, in the absence of this **Agreement**, be an infringement of one or more claims of the **Licensed Patent Rights** that have not been held invalid or unenforceable by an unappealed or unappealable

judgment of a court of competent jurisdiction. The **CIRM iPSC line or lines** licensed to **Licensee** hereunder are and remain the personal property of **CIRM**.

2.05 "**Commercial Use**" means, with regard to a non-profit entity, the use of a **CIRM iPSC Line**, a **Derivative** or **Differentiated Cells** to perform work for hire for another, including service contracts, sponsor option agreements, and any other arrangement in which the fruits of the work performed are owned or pledged to another party. With regard to a commercial entity, any possession or use of a **CIRM iPSC line, a Derivative or Differentiated Cells** is a **Commercial Use**.

2.06 "**Licensed Territory**" means worldwide.

2.07 **"Licensors"** means jointly CDI, iPS AJ, WARF and MGH.

2.08 "**Selling Price**" of **Licensed Product and Services** means (a) in the case where **Licensee** transacts a sale with an end user (including an end user that is **Affiliate**), the invoice price to the end user of the **Licensed Product** and Services less shipping costs, allowances because of returned products and sales taxes: (b) in the case where **Licensee** transacts a sale with a third party or an **Affiliate** for the purposes of enabling the third party or **Affiliate** to directly or indirectly resell or distribute **Licensed Product and Services** and where **Licensee** does not have the ability to know the price an end user pays to the third party or **Affiliate**, the average invoice price to the end user of that type of **Licensed Product and Services** during the applicable calendar quarter (regardless of uncollectable accounts) less any shipping costs, allowances because of returned products, and sales taxes: (c) in the case where **Licensee** transacts a sale with a third party or **Affiliate** for the purpose of enabling the third party or **Affiliate** to directly or indirectly resell or distribute **Licensed Product and Services** and where **Licensee** does have the ability to know the price an end users pays for the **Licensed Product and Services** to the third party or **Affiliate**, the actual invoice price to the end user of the **Licensed Product and Services** (regardless of uncollectable accounts) less any shipping costs, allowances for returned products and sales taxes. The "**Selling Price**" of any **Licensed Product and Services** that is transferred to a third party without charge or at a discount, e.g. for promotional purposes, will be the average

invoice price to the end user of that type of **Licensed Product and Services** during the applicable calendar quarter.

2.09 "**Affiliate"** shall mean any corporation, firm, partnership or other entity, which controls, is controlled by, or is under common control with, a Party. For purposes of this Section 2.09, "control" shall mean direct or indirect ownership of fifty one percent (51%) or more of the outstanding stock or other voting rights entitled to elect directors thereof or the ability to otherwise control the management of such corporation, firm, partnership or other entity.

2.10 "**Derivative**" means any undifferentiated cell or cell line created from a **CIRM iPSC line**. For example, a **CIRM iPSC line** engineered with a heterologous gene or other genetic change is a **Derivative** as used herein.

2.11 "**Differentiated Cell**" means a differentiated cell made directly or indirectly from a **CIRM iPSC line** or from a **Derivative**.

2.12 "**High Throughput Screening**" shall mean the screening of at least 100 compounds in a calendar year.

3. GRANT OF RIGHTS

3.01 **CDI** hereby grants and **Licensee** accepts, subject to the terms and conditions of this **Agreement**, a non-exclusive patent license under the **Licensed Patent Rights**, (i) to use **CIRM iPSC line or lines** for internal research and for **Commercial Use**, and (ii) to make and perform **Licensed Products and Services** in the **Licensed Territory** and in the **Field of Use**. This license right is both to the **Licensed Patent Rights** and to the personal property ownership rights that **CIRM** has in the **CIRM iPSC lines** that **CDI** has made for the **CIRM iPSC Repository**.

3.02 This **Agreement** confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of any of the **Licensors** other than **Licensed Patent Rights**.

3.03 All license rights granted in this Section 3 are expressly contingent upon the timely payment of all fees required by Section 5 below, and the failure to make timely payment of any fee due under Section 5 below shall immediately terminate the licenses granted in this Section 3.

3.04 For avoidance of doubt, **Licensee** is licensed to make and sell **Differentiated Cells** in commerce and to sell services using **CIRM iPSC lines**, **Derivatives**, and **Differentiated Cells**, but is not licensed to sell or transfer any undifferentiated **CIRM iPSC line or lines**, or any **Derivative**, to any party, with the sole exception that **Licensee** may transfer the **CIRM iPSC** line or lines, or a **Derivative,** to a non-profit entity engaged in bona fide academic research provided the non-profit entity agrees in writing not to further transfer the **CIRM iPSC line or lines** or **Derivative** to any other entity. In addition, Licensee shall not conduct **High Throughput Screening**, unless Licensee has complied with Section 5.05 below.

3.05 **Licensee** agrees and understands that the **CIRM iPSC lines**, **Derivatives** and **Differentiated Cells** may be used for in vitro purposes only. Any use of the **CIRM iPSC** lines, **Derivatives** or **Differentiated Cells** to make or develop cellular therapies for human treatment is expressly excluded from the license grants here and constitutes a breach of this **Agreement**.

4. SUBLICENSING

4.01 **Licensee** shall have no right to sublicense any of the rights licensed hereunder.

5. ROYALTIES AND PAYMENTS

5.01 **Licensee** agrees to pay to **CDI** a one-time noncreditable, nonrefundable license initiation fee of $15,500.

5.02 In addition, **Licensee** agrees to pay to **CDI** a nonrefundable minimum annual license maintenance fee of $11,750. The license maintenance fee is due and payable on January 1 of each year of this **Agreement**, starting at the next Jan. 1, and may be credited against any earned royalties due for sales made in that subsequent calendar year.

5.03 In addition, Licensee agrees to pay to **CDI** a non-refundable, non-creditable one-time payment of $23,750 upon the first commercial sale of any **License Products and Services**.

5.04 In addition, **Licensee** shall pay to **CDI** as earned royalties a percentage of the **Selling Price** of **Licensed Products and Services.** The royalty is deemed earned as of the earliest of the date the **Licensed Products and Services** is actually sold, leased or otherwise transferred, the date an invoice is sent by **Licensee** or its distributor or the date of transfer to a third party or any transfer for promotional purposes. With respect to the royalty due for the sale of **Licensed Product and Service** by **Licensee**, A**ffiliates** or third parties (see definition of **Selling Price**), the royalty percentage shall be 7% of the **Selling Price**. Earned Royalties shall be reported and paid quarterly, with payment and a report listing sales on a country by country basis during each calendar quarter due thirty days after the end of each calendar quarter.

5.05 In addition, **Licensee** shall not be licensed to use **Licensed Product or Services** for High Throughput Screening during any calendar year unless and until the Licensee has paid to CDI an annual license fee for High Throughput Screening in the amount of $27,500, paid in advance.

5.06 For avoidance of doubt, commercial use of any product or discovery made using the licensed **CIRM iPSC** lines, or cells made from them, and which product or discovery does not rely on continued use the **CIRM iPSC** line or lines, or on **Derivatives**, or on **Differentiated Cells**, do not generate any obligations under this Agreement. For example, small molecule or biological pharmaceuticals identified or discovered using the **CIRM iPSC line or lines** licensed hereunder or the **Differentiated Cells** do not incur royalty obligations under this agreement.

6. PATENT FILING, PROSECUTION, AND MAINTENANCE

6.01 The respective owners of the **Licensed Patent Rights** shall have sole responsibility and sole authority in the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights**.

7. RECORD KEEPING

7.01 **Licensee** agrees to keep accurate and correct records of **Licensed Products and Services** made, used, or sold under this Agreement appropriate to determine the amount of royalties due **CDI**. Such records shall be retained for at least five (5) years following a given reporting period. They shall be available during normal business hours for inspection at the expense of **CDI** by an accountant or other designated auditor selected by **CDI** for the sole purpose of verifying reports and payments hereunder. The accountant or auditor shall only disclose to **CDI** information relating to the accuracy of reports and payments made under this **Agreement**. If an inspection shows an underreporting or underpayment in excess of five percent (5%) for any twelve (12) month period, then Licensee shall reimburse **CDI** for the cost of the inspection at the time Licensee pays the unreported royalties, including any late charges as required by Section 8.05 of this **Agreement**. All payments required under this Section shall be due within thirty (30) days of the date **CDI** provides **Licensee** notice of the payment due.

8. REPORTS ON SALES AND PAYMENTS

8.01 **Licensee** shall provide to **CDI** written annual reports on its product development progress or efforts to commercialize the **Licensed Product and Services** within thirty (30) days after December 31 of each calendar year. These reports shall include, but not be limited to: progress on research and development, status of applications for regulatory approvals, manufacturing, and marketing during the preceding calendar year, as well as plans for the present calendar year.

8.02 After first commercial sale of **Licensed Products and Services, Licensee** shall thereafter submit to **CDI** within thirty (30) days after each calendar quarter ending March 31, June 30, September 30, and December 31 a royalty report setting forth for the preceding quarterly period the amount of the **Licensed Products and Services** sold by or on behalf of **Licensee** in each country within the **Licensed Territory**, the total **Selling Price**, and the amount of royalty accordingly due. With each such royalty report,

Licensee shall submit payment of the earned royalties due. If no earned royalties are due to **CDI** for any reporting period, the written report shall so state. The royalty report shall be certified as correct by an authorized officer of **Licensee**.

8.03 Payments and royalties due under this **Agreement** shall be paid in U.S. dollars. For conversion of foreign currency to U.S. dollars, the conversion rate shall be the New York foreign exchange rate quoted in *The Wall Street Journal* on the last day the reporting quarter. All checks and bank drafts shall be drawn on United States banks and shall be payable to:

Cellular Dynamics International, Inc.
525 Science Dr.
Madison, WI 53711
ATTN: Finance Department

Any loss of exchange, value taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by **Licensee**. The royalty report required by Section 8.02 of this **Agreement** shall accompany each such payment and a copy of such report shall also be mailed to **CDI** at its address for notices indicated on the Signature Page of this **Agreement**.

8.04 **Licensee** shall be solely responsible for determining if any tax on royalty income is owed outside the United States and shall pay any such tax and be responsible for all filings with appropriate agencies of foreign governments.

8.05 There shall be no late charges under this Agreement. If any payments are late, the license granted hereunder shall immediately cease. If, within 14 days of transmission of notice of termination of this Agreement, sent to Licensee at the address listed above, CDI has received all amounts due in full, then this license shall be reinstated for the next year.

8.06 All plans and reports required by this Article 8 and marked confidential by **Licensee** shall, to the extent permitted by law, be treated by **CDI** as commercial and financial information obtained from a person and as confidential.

9. INFRINGEMENT AND PATENT ENFORCEMENT

9.01 Any and all enforcement of any of the **Licensed Patents Rights** shall be at the total discretion of **Licensors** and no failure to pursue enforcement of the **License Patent Rights** against any party shall relieve **Licensee** of any obligations hereunder.

9.02 **Licensee** shall cooperate fully with **Licensors** in connection with any action to enforce the **Licensed Patent Rights**.

10. WARRANTIES AND INDEMNIFICATION

10.01 **CDI** warrants that (1) it has the power to enter into this Agreement and to grant the rights granted herein, (2) that **CDI** is the licensee or owner of sufficient patent rights to enable the production of the **CIRM iPSC lines** licensed to **Licensee** by **CDI** and (3) that as of the **Effective Date**, **CDI** knows of no other patent right validly issued in the United States that cover the reprogramming process used to make the **CIRM iPS lines**, or the iPS lines *per se*, other than those **CDI** owns or is licensed to. **CDI** offers no other warranties and disclaims any and all other warranties other than those specified in this Section 10.01.

10.02 **CDI** does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** may be exploited without infringing other patents or other intellectual property rights of third parties.

10.03 **CDI** MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE **LICENSED PATENT RIGHTS**, NONINFRINGEMENT, VALIDITY OF PATENT RIGHTS CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AND HEREBY DISCLAIMS THE SAME.

10.04 **CDI** does not represent that it will commence legal actions against third parties infringing the **Licensed Patent Rights**.

10.05 **Licensee** shall indemnify and hold **Licensors, Kyoto University, and CIRM**, their employees, officers, directors, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of a) the use by or on behalf of **Licensee**, its directors, employees, or third parties of any **Licensed Patent Rights**, or b) the design, manufacture, distribution, or use of any **Licensed Products and Services** by **Licensee**, or other products or processes developed in connection with or arising out of the **Licensed Patent Rights**. **Licensee** agrees to maintain a liability insurance program consistent with sound business practice and will require its Affiliates to do so as well.

10.06 The Party or Parties entitled to indemnification (the "Indemnitee") agrees to notify the Party obligated to indemnify the Indemnitee (the "Indemnitor") as soon as the Indemnitee becomes aware of any such claim or action for which it seeks indemnification, it being understood and agreed that the failure by an Indemnitee to give notice of a claim or action as provided in this Section shall not relieve the Indemnitor of its indemnification obligation under this Agreement except and only to the extent that such Indemnitor is actually prejudiced as a result of such failure to give notice. The Indemnitee will permit the Indemnitor to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration), and, at the Indemnitor's expense, will cooperate as reasonably requested in the defense of the claim. The Indemnitee will have the right to retain its own counsel at its own expense; provided, that, if the Indemnitor assumes control of such defense and the Indemnitee reasonably concludes, based on advice from counsel, that the Indemnitor and the Indemnitee have conflicting interests with respect to such action, suit, proceeding or claim, the Indemnitor shall be responsible for the reasonable fees and expenses of counsel to the Indemnitee solely in connection therewith. The Indemnitor may not, without the express written consent of the Indemnitee, settle any such action or claim or otherwise consent to an adverse judgment in any such action or claim which would (a) subject the Indemnitee to an injunction, or (b) materially diminish or limit or

otherwise adversely affect the rights, activities or financial interests of the Indemnitee.

10.07 LIMITATION OF LIABILITY. WITH RESPECT TO ANY CLAIM ARISING OUT OF THE PERFORMANCE OR FAILURE OF PERFORMANCE OF THE OTHER PARTY UNDER THIS AGREEMENT (EXCEPT WITH RESPECT TO THIRD PARTY CLAIMS FOR WHICH A PARTY IS LIABLE TO THE OTHER PARTY PURSUANT TO PARAGRAPH 10.05 ABOVE), THE PARTIES EXPRESSLY AGREE THAT THE LIABILITY OF EACH PARTY TO THE OTHER PARTY SHALL BE LIMITED UNDER THIS AGREEMENT OR OTHERWISE AT LAW OR EQUITY TO DIRECT DAMAGES ONLY AND IN NO EVENT SHALL A PARTY BE LIABLE FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

11. CONFIDENTIALITY

11.01 Confidentiality. As used in this Agreement, the term "Confidential Information" means any technical or business information furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement or the activities contemplated hereunder, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. Such Confidential Information may include, without limitation, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information.

11.02 The Receiving Party agrees that it shall:

(a) maintain all Confidential Information in strict confidence, except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its **Affiliates**, directors, officers, employees, consultants, advisors, agents, sub-licensees, potential sub-licensees, collaboration partners and potential collaboration partners who are obligated to maintain the confidential nature of such Confidential Information and who need to know such Confidential Information for the purposes contemplated by this Agreement;

(b) use all Confidential Information solely for the purposes set forth in this Agreement; and

(c) allow its **Affiliates**, directors, officers, employees, consultants, advisors, agents, sub-licensees, potential sub-licensees, collaboration partners and potential collaboration partners to reproduce the Confidential Information only to the extent necessary to effect the purposes set forth in this Agreement, with all such reproductions being considered Confidential Information.

11.03 The obligations of the Receiving Party under Section 12.02 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information:

(a) was in the public domain prior to the time of its disclosure under this Agreement;

(b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;

(c) was independently developed or discovered by the Receiving Party without use of the Confidential Information;

(d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, on a non-confidential basis by a third party, provided that such third party is not, to the Receiving Party's knowledge, bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information. In addition, and notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure and that the Receiving Party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure.

11.04 For the avoidance of doubt, nothing in this Article 11 shall be construed to require either Party to accept any Confidential Information of the other Party, except that **CDI** shall accept Confidential Information related to the Royalty Reports, development plans and annual reports as required under this Agreement, or waive such requirements

12. TERM, TERMINATION, AND MODIFICATION OF RIGHTS

12.01 This **Agreement** is effective when signed by all Parties and shall extend to the expiration of the last to expire of the **Licensed Patent Rights** unless sooner terminated as provided in this Article 12.

12.02 In the event that **Licensee** is in default in the performance of any material obligations under this **Agreement**, including but not limited to the obligations listed in Article 5, 7, and 8, then this Agreement shall immediately terminate, unless **CDI** agrees by written notice that it shall remain in effect.

12.03 In the event that **Licensee** becomes insolvent, files a petition in bankruptcy, has such a petition filed against it, determines to file a petition in bankruptcy, or receives notice of a third party's intention to file an involuntary petition in bankruptcy, **Licensee** shall immediately notify **CDI** in writing.

12.04 **Licensee** shall have a unilateral right to terminate this **Agreement** giving **CDI** sixty (60) days notice to that effect, and thereafter all licenses granted hereunder to **Licensee** shall terminate.

12.05 Termination or expiration of this Agreement for any reason shall not relieve **Licensee** of any obligation accruing prior to such termination or expiration.

13. GENERAL PROVISIONS

13.01 Neither Party may waive or release any of its rights or interests in this **Agreement** except in writing. The failure of **CDI** to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by **CDI** or excuse a similar subsequent failure to perform any such term or condition by **Licensee**.

13.02 This **Agreement** constitutes the entire agreement between the Parties relating to the subject matter of the **Licensed Patent Rights**, and all prior

negotiations, representations, agreements, and understandings related to the subject matter of this Agreement are merged into, extinguished by, and completely expressed by this **Agreement**.

13.03 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law such determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.

13.04 If either Party desires a modification to this **Agreement**, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification. No modification will be effective unless and until a written amendment is signed by the duly authorized signatories of the Parties to this **Agreement**.

13.05 The construction, validity, performance, and effect of this **Agreement** shall be governed by the Laws of the State of Wisconsin and the United States.

13.06 All notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail, or express courier, properly addressed to the other Party at the address designated on the following Signature Page, or to such other address as may be designated in writing by such other Party, and shall be effective as of the date of the postmark of such notice.

13.07 This **Agreement** shall not be assigned by **Licensee**.

13.08 **Licensee** agrees to mark the **Licensed Product and Services** or their packaging sold in the United States with all applicable U.S. patent numbers and similarly to indicate "Patent Pending" status. All **Licensed Product and Services** manufactured in, shipped to, or sold in other countries shall be marked in such a manner as to preserve **CDI** patent rights in such countries.

13.09 By entering into this **Agreement**, **CDI** does not directly or indirectly endorse any product or service provided, or to be provided, by **Licensee**

whether directly or indirectly related to this Agreement. **Licensee** shall not state or imply that this Agreement is an endorsement by **CDI** or their employees in any advertising, promotional, or sales literature without the prior written consent of **CDI**.

13.10 Public Disclosure. Neither Party shall issue any press releases or public disclosure relating to this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, that once any press release or other written statement is approved for disclosure by the Parties, either Party may make a subsequent public disclosure of the contents of such press release or other statement without further approval of the other Party.

13.11 Force Majeure. Neither Party shall be liable for any delay in performing any of its obligations under this Agreement if such performance is delayed or prevented by any cause beyond such Party's control, including but not limited to, acts of God, fire, explosion, weather, disease, war, insurrection, terrorism, civil strife, riots, government action or power failure. Performance shall be excused only to the extent of and during the reasonable continuance of such disability. Any deadline or time for performance specified in the Agreement which falls due, during or subsequent to the occurrence of any of the disabilities referred to herein shall be automatically extended for a period of time equal to the period of such disability.

13.12 Gender and Number. All terms used herein in any one gender or number mean and include any other gender and number as the facts, context, or sense of this Agreement may require.

13.13 Sections 7, 10.05, 10.06, 10.07, 11, and 13 of this Agreement shall survive termination of this Agreement.

SIGNATURES BEGIN ON NEXT PAGE

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SIGNATURE PAGE

For **CDI**:

_____ _____

Date

Mailing Address for Notices:

Cellular Dynamics International, Inc.
Attn: Licensing Department
525 Science Dr.
Madison, WI 53711

For **Licensee** (Upon, information and belief, the undersigned expressly certifies or affirms that the contents of any statements of **Licensee** made or referred to in this document are truthful and accurate.):

by:

_____ _____

Signature of Authorized Official Date

_____

Printed Name

_____

Title

Mailing Address for Notices:

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APPENDIX A -- Patent(s) or Patent Application(s)

Title	Patent or Application Number	Ownership
Methods for the Production of iPS Cells Using Non-Viral Approach	**US 8,546,140**	CDI
Methods for the Production of iPS Cells Using Non-Viral Approach	13/794,297	CDI
Methods for the Production of iPS Cells Using Non-Viral Approach	13/961,858	CDI
Methods for the Production of iPS Cells	12/539,366	CDI
Reprogramming T Cells and Hematopoietic Cells	**US 8,741,648**	CDI
Episomal Reprogramming with Chemicals	12/939,454	CDI
Generation of Induced Pluripotent Stem Cells from Small Volumes of Peripheral Blood	**US 8,691,574**	CDI
Generation of Induced Pluripotent Stem Cells from Small Volumes of Peripheral Blood	14/179,547	CDI
Oct 4 and Sox 2 with SV40 T Antigen PSCs from Primate Somatic Cells	**US 8,268,620**	WARF
Pluripotent Stem Cells Obtained by Non-Viral Reprogramming	13/607,072	WARF
Composition Comprising Recombinant Nucleic Acid Encoding Sox2, Oct-4, Nanog and Lin28	**US 8,183,038**	WARF
Somatic Cell Reprogramming	13/766,100	WARF
Somatic Cell Reprogramming	13/793,594	WARF
Nuclear Reprogramming Factor	**US 8,048,999**	iPSAJ
Nuclear Reprogramming Factor and Induced Pluripotent Stem Cells	12/289,873	iPSAJ
Induced Pluripotent Stem Cells Produced with Oct3/4, Klf and Sox	13/585,729	iPSAJ
Methods of Cell-Based Technologies	12/484,152	iPSAJ
Methods and Platforms for Drug Discovery Using Induced Pluripotent Stem Cells	**US 8,257,941**	iPSAJ
Human Pluripotent Stem Cells Induced from Undifferentiated Stem Cells Derived from a Human Postnatal Tissue	12/663,840	iPSAJ
Method of Nuclear Reprogramming	13/572,593	iPSAJ
Method of Efficiently Establishing Induced Pluripotent Stem Cells	12/672,222	iPSAJ
TGF-Beta Receptor Inhibitors to Enhance Direct Reprogramming	**US 8,298,825**	General Hospital Corp
TGF-Beta Receptor Inhibitors to Enhance Direct Reprogramming	**US 8,603,818**	General Hospital Corp
TGF-Beta Receptor Inhibitors to Enhance Direct Reprogramming	14/062,185	General Hospital Corp