

This Multi-Lineage Progenitor Cell Research License (this "Agreement") is a legal contract between BioE, Inc., a Minnesota corporation with offices at 4280 Centerville Road, St. Paul, MN 55127 ("BioE"), and the party listed in the signature block below ("Recipient").

This Agreement relates to the license of BioE's Multi-Lineage Progenitor Cell stem cell lines (Patent Pending: US Patent Application Serial No. 11/110,299) (the "Cell Lines"), a sample of which is being delivered to Recipient for limited internal research use.

THIS AGREEMENT SHALL BE EFFECTIVE UPON THE LATER OF (I) CONFIRMED RECEIPT BY BIOE OF A PROPERLY EXECUTED COPY OF THIS AGREEMENT OR (II) THE DATE SET FORTH BELOW ON THE SIGNATURE BLOCK (THE "EFFECTIVE DATE"). ANY MODIFICATIONS OR ALTERATIONS OF THIS AGREEMENT BY RECIPIENT SHALL BE OF NO FORCE OR EFFECT, UNLESS EXPRESSLY ACCEPTED IN A SEPARATE WRITTEN DOCUMENT BY BIOE.

1. Certain Definitions.

1.1 "Commercial Use" means any use other than internal research, including without limitation the use, sale, or transfer of the Material or any Derived Materials to perform non-federally funded contract research, to screen compound libraries of a third party, or to produce or manufacture products for commercial sale.

1.2 "Material" means the Cell Lines, and any undifferentiated progeny (including genetically engineered undifferentiated progeny) thereof.

1.3 "Derived Materials" means (i) any differentiated cells or cell populations (including genetically engineered cells or cell populations) derived from the Material, or (ii) materials or products that wholly or partially contain or incorporate the cells or cell populations under clause (i).

2. Limited License.

2.1 Limited Internal Research License. Subject to Recipient's compliance with the terms and conditions of this Agreement, Recipient may utilize the Materials provided by BioE hereunder solely to conduct internal research activities. This license is not transferable or sublicensable. The parties acknowledge that, in the course of research activity conducted under this Agreement, the Recipient may create Derived Materials.

2.2 Retained Rights. Recipient agrees that BioE shall retain all rights, title and interest in and to the Materials. All rights not expressly granted herein are reserved by BioE, and no other licenses are granted herein, by implication, estoppel or otherwise. Specifically, no license or immunity is granted by BioE, either directly or by implication, estoppel or otherwise, to any use of the Materials for Commercial Use or to any Derived Materials for any use under any trade secrets, patents or other intellectual property rights.

2.3 Restrictions. Recipient agrees that the Materials and Derived Materials:

- (a) will not be used for any Commercial Use, without a separate commercial agreement from BioE;
- (b) will not be used for any therapeutic or diagnostic uses, including any in vivo testing or treatment in human subjects or diagnostic purposes involving human subjects, without the prior written consent of BioE;
- (c) will not be transferred out of the lab of the Research Scientist(s) (designated on the signature page) or to any person or entity other than laboratory personnel under the Research Scientist's immediate and direct control, without the prior written consent of BioE, such consent with respect to the Derived Materials not to be unreasonably withheld taking into consideration Recipient's obligations under Federal funding; and
- (d) will be used under suitable handling, containment and storage conditions and in compliance with all applicable laws, regulations and guidelines (including export and re-export laws).

3. Risk of Use.

3.1 WARRANTY DISCLAIMER. BIOE IS PROVIDING THE MATERIALS "AS IS" AND WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED.

3.2 Risk of Use. Recipient shall bear all risk associated with Recipient's use (direct or indirect), storage, transportation or disposal of the Materials and any Derived Materials.

3.3 Indemnification. To the maximum extent allowable under applicable laws, Recipient agrees to indemnify, defend and hold harmless BioE and its officers, directors, employees, representatives and agents against all damages, expenses (including without limitation legal expenses), claims, demands, suits or other actions arising from Recipient's acceptance, use (direct or indirect), storage, handling and disposal of the Materials and Derived Materials.

4. Miscellaneous.

4.1 Assignment. Though freely assignable by BioE, Recipient may not assign or transfer (whether by operation of law or otherwise) this Agreement without the prior written consent of BioE.

4.2 Disputes/Choice of Law. Recipient acknowledges and agrees that if Recipient breaches this Agreement, BioE shall have the right, in addition to all other remedies available at law or in equity, to seek the issuance of temporary or permanent injunctive relief upon the posting of a minimal bond, it being understood that any such breach or violation may cause irreparable injury to BioE and that money damages may not provide an adequate remedy to BioE. In any action to enforce this Agreement, the prevailing party shall be entitled to costs and attorneys' fees.

4.3 Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted solely to the extent of such invalidity or unenforceability.

4.4 Notices. All notices required or permitted to be made under this Agreement shall be in writing addressed to Recipient and to BioE at the respective addresses set forth in this Agreement or provided by facsimile transmission with confirmation of receipt, or such other address or facsimile number as each party may designate in writing to the other party for this purpose. Notices to BioE should be sent to the attention of President.

4.5 Waivers. Any waiver by either party of a breach of any provision of this Agreement must be in writing. BioE's failure to act or delay in acting with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. Single or partial exercise of any right, power or provision hereunder shall not preclude the exercise of that or any other right, power or provision.

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4.6 Facsimile Signatures. Facsimile transmissions of documents with signatures shall be deemed an originally signed document and shall have the same binding effect as an original signature.

These items must be filled in completely:

Recipient Name: _____ ("Recipient")

Address: _____

Fax: _____

Phone: _____

Notices to Recipient to be sent to attention of _____

Research Scientist(s): _____

Additional Research Scientists employed by Recipient may be added subject to notice from Recipient and consent by BioE.

Accepted on behalf of Recipient by:

Signature:

Print Name:

Title:

Date:

The individual signing above represents that he/she is authorized to sign on behalf of and bind the entity for which he/she is signing.

Properly executed copies of this Agreement (*all* pages), should be sent by facsimile transmission to:

BioE, Inc.
4280 Centerville Road
St. Paul, MN 55127
Fax No.: (651) 287-0354
Attn: President