

# End User Limited Use License

By and between

## **Strem Chemicals Inc.**

a company duly registered under the laws of the Commonwealth of Massachusetts, U.S.A. of 7 Mulliken Way, Newburyport, MA, USA or its duly authorized distributor ("SELLER")

and

## **Purchaser of**

## **Licensed Products (as defined below) ("PURCHASER ")**

NOTICE: PURCHASE OF THIS PRODUCT IS SUBJECT TO STREM CHEMICALS, INC.'S TERMS AND CONDITIONS OF SALE. A COMPLETE COPY OF SUCH TERMS AND CONDITIONS MAY BE FOUND AT [http://www.strem.com/about/conditions\\_of\\_sale.php](http://www.strem.com/about/conditions_of_sale.php)

The compound(s) you have purchased (the "Licensed Product"), and/or the use thereof, may be covered by claims in the following patents and patent applications owned or controlled by President and Fellows of Harvard College (collectively "Patent Rights"):

(a) patents and patent applications:

(1) Harvard Case

### **Patent Rights**

<b>HU Case</b>	<b>Application Title</b>	<b>Country</b>	<b>Serial No. / Publication No.</b>	<b>Filing Date</b>	<b>Status</b>
4045	Fluorination of Organic Compounds	US Provisional	61/474,535	4/12/11	Converted
4045	Fluorination of Organic Compounds	Utility	13/444,676 / 2012-0316341	4/11/12	Pending
4045	Fluorination of Organic Compounds	PCT	PCT/US12/33125	4/11/12	National Stage
4045	Fluorination of Organic	China	201280027574.7 /	4/11/12	Pending

	Compounds		103596931		
4045	Fluorination of Organic Compounds	EPO	12771755.1 / 2697204	4/11/12	Pending

## 1. Definitions.

Whenever used in this Agreement with an initial capital letter, the terms defined in this Article 1, whether used in the singular or the plural, will have the meanings specified below.

**1.1. “Affiliate”** means, with respect to a person, organization or entity, any person, organization or entity controlling, controlled by or under common control with, such person, organization or entity. For purposes of this definition only, “control” of another person, organization or entity will mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control will be presumed to exist when a person, organization or entity (a) owns or directly controls fifty percent (50%) or more of the outstanding voting stock or other ownership interest of the other organization or entity or (b) possesses, directly or indirectly, the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the other organization or entity. The parties acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than fifty percent (50%), and that in such cases such lower percentage will be substituted in the preceding sentence.

**1.2. “Commercial Purposes”** means any activity conducted in exchange for consideration including, but not limited to, (a) use of a Licensed Product in manufacturing, (b) use of a Licensed Product to provide a service, information or data, other than to perform Contract Research (as defined below), (c) use of a Licensed Product for therapeutic, diagnostic or prophylactic purposes and (d) resale of a Licensed Product, whether or not such Licensed Product is resold for use in research. As used herein, “Contract Research” means research services performed on a fee-for-service basis by a company primarily in the business of performing such research services; provided that substantial research services are provided beyond the use of Licensed Products.

### **1.3. Intentionally left blank**

**1.4. “Licensed Method”** means any method of preparing materials, the practice of which method falls within the scope of a Valid Claim.

**1.5 “Licensed Product”** means the deoxyfluorination reagent 1,3-bis(2,6-diisopropylphenyl)-2,2-difluoro-2,3-dihydro-1*H*-imidazole (also known as PhenoFluor) or any other deoxyfluorination reagent, the composition of matter of which falls within the scope of a Valid Claim.

**1.6. “Limited Use License”** means a license granted by Licensee or its Affiliate to a third party, directly or through a Distributor, in conjunction with the sale of a Licensed Product that conveys to such third party the non-transferable right to use the purchased Licensed Product solely for Research Purposes, including Contract Research, by such third party. This Limited Use License specifies that (a) the third party shall not sell or otherwise transfer Licensed Products (including any material that contains a Licensed Product in whole or part) to any other third party, (b) the third party shall use Licensed Products solely for Research Purposes conducted by such third party on its own account or for another third party, (c) the third party shall not, and shall not allow any third party to, use Licensed Products, directly or indirectly, for any Commercial Purpose without a commercial license from Harvard (and if the third party is interested in a commercial license, it should contact Harvard’s Office of Technology Development at 1350 Massachusetts Avenue, Richard A. and Susan F. Smith Campus Center, Suite 727, Cambridge, Massachusetts 02138, 617-495-3067), (d) the third party shall use Licensed Products in compliance with all applicable laws and regulations, including, without limitation, applicable human health and animal welfare laws and regulations, (e) Licensed Products have not been approved for use in humans by the U.S. Food and Drug Administration or any other regulatory body and may not be used in humans, (f) the Licensed Products are experimental in nature and must be used with prudence and caution, since not all of their characteristics are known, (g) the Licensed Products are provided without warranty of merchantability or fitness for a particular purpose or any other warranty and (h) except to the extent prohibited by applicable law, the third party shall indemnify, defend and hold harmless Licensee and Harvard from and against all damages, losses, expenses (including reasonable attorneys’ fees), claims, demands, suits and other actions in any way arising from the third party’s use, storage or disposal of Licensed Products or transfer of information or materials made through the use of Licensed Products.

This Label License is subject to and governed by the laws of the Commonwealth of Massachusetts.