



InSphero AG

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**License Agreement Akura™ 96 Spheroid
Microplate, Akura™ 384 Spheroid Microplate and
Akura™ PLUS Hanging Drop System**

This License Agreement (the „License Agreement“) is a legal agreement between the end user („End User“) and InSphero AG or its subsidiaries („InSphero“) to use the Akura™ 96 Spheroid Microplate, Akura™ 384 Spheroid Microplate and Akura™ PLUS Hanging Drop System („Akura Plates“) covered by patents owned or controlled by InSphero which are provided to you.

1. Warranties: The End User hereby irrevocably warrants to keep and use the Akura Plates in accordance with the restrictions and limitations contained in this License Agreement.
2. Proprietary rights of the Akura Plates may be covered by one or more of the following patents: US 9126199 B2, CA 2737627 C, EP 2342317 B, DK 2342317 T3, ES 2401640 T3, CN 102257123 B, JP 5490803 B2, and other pending patent applications. By entering into this License Agreement, End User acknowledges that the Akura Plates are so covered.
3. Excluded Fields: No permission is granted hereunder for the use of the Akura Plates:
 - a. for selling cell-based products generated using the Akura Plates to third parties;
 - b. for using with human or animal primary pancreatic islets, or islet like cells (e.g. stem cell derived islet like cells);
 - c. for screening or testing of more than 10,000 distinct compounds (high throughput screening);
 - d. in veterinary applications, in diagnostics, in vivo use in humans and/or uses related to food products.
4. Use by the End User Subject to Clause 3 above End User will use the Akura Plates solely for *in vitro* research in-house for the discovery and development of compounds outside the Excluded Fields by End User. End User will not sell, transfer, disclose or otherwise provide access to the Akura Plates to any third party or entity. End User will not sell, or transfer cell-based products generated using the Akura Plates to any third party or entity.