

I. GENERAL.

These terms and conditions shall govern the purchase by or transfer to customer or recipient (as listed below) (in either case a "Customer") from FUJIFILM Cellular Dynamics, Inc. ("FCDI") of (i) pre-commercial or prototype iCell® products or MyCell® catalog products (any of such cells shall be referred to as the "Prototypes"), or (ii) commercial iCell® products ("Commercial Products") (collectively, the Prototypes and Commercial Products shall be referred to herein as the "Products"). All current and future purchases and transfers from FCDI by Customer of Products shall be subject to these terms. Submitted orders or Purchase Orders by Customer may not be cancelled by Customer. Prototypes are sold at the discretion of FCDI. When any of Customer's Affiliates submits an order or Purchase Order for or receives at Customer's direction from FCDI any Product(s), unless FCDI and such Affiliate have entered into a written agreement (e.g., terms and conditions substantially similar to these) expressly governing such purchase, such Affiliate is agreeing to be bound by these terms and conditions and Customer agrees that Customer will be responsible for the performance of these terms and conditions by Customer's Affiliates. "Affiliate" means any other person including an entity that directly or indirectly controls, is controlled by or is under common control with, Customer. Notwithstanding the foregoing, with respect to any order or Purchase Order for iCell DopaNeurons, an Affiliate of Customer must, in addition to such Affiliate's execution and delivery of the End User LOA as contemplated in Section IV.C., below, expressly agree in a writing, for the benefit of and delivered to FCDI, to comply with and be bound by these terms and conditions.

II. PRICE.

The price(s) for the Products provided to Customer will be those listed on the product quotation or price list provided to Customer and shall expire thirty (30) days from the date thereof (or as specified on the product quotation or price list). If the prices are not listed on the product quotation, or if there is not a product quotation or current price list, then the prices(s) for the Products shall be the then-current prices for Products in effect at the time the order is placed. Except as otherwise agreed to in writing between FCDI and Customer, all prices shall exclude shipping costs, insurance, freight, taxes, fees, import licenses, duties and levies, which shall be payable by and be the responsibility of the Customer. Products are delivered to Customer FCA FCDI, Madison, Wisconsin, USA Incoterms 2010. Title to Products purchased by Customer and risk of loss thereof shall pass to Customer upon tender of delivery FCA FCDI, Madison, Wisconsin, USA Incoterms 2010. As appropriate, Customer shall provide FCDI with a tax exemption certificate acceptable to the taxing authorities.

III. PAYMENT.

Except as otherwise agreed to in writing by FCDI payment shall be made, in U.S. Dollars, in full within thirty (30) days of the date of FCDI' invoice to Customer. The due date for said payments are not subject to Customer's inspection or acceptance of the Products. Late payments shall incur a charge at the rate of one and one-half percent (1.5%) per month, or the maximum allowed by law, whichever is less.

IV. INTELLECTUAL PROPERTY RIGHTS / USE RESTRICTIONS / LIMITED LICENSE.

A. OWNERSHIP. The Products are covered by pending patents and patents: www.fujifilmcdi.com/patents. Customer has a limited license to use the Products for internal research purposes for the sole benefit of Customer, subject to the use restrictions and third party licenses included in these terms and conditions. Customer acknowledges and agrees that the receipt or purchase of the Products by Customer shall not be construed as a transfer of any title or the grant of any rights in or to the intellectual property embodied in the Products owned or licensed by FCDI. In particular, no right or license to make, have made, offer to sell, or sell the Products, to modify or reproduce the Product or any part thereof, or to use the Products in combination with any other product(s) except product(s) provided or expressly licensed to Customer by FCDI for such use is implied or conveyed by the sale or transfer of Products to Customer.

B. USE RESTRICTIONS. The Products are licensed for internal research purposes only and may not be used for any other purpose. The Products must be used in accordance with any applicable FCDI's Product User's Guides to which Customer hereby agrees. Customer shall not make, have made, offer to sell, or sell the Products. Customer shall not use the Products (or any modifications Customer makes to the Products or any cells derived, developed or expanded from the Products) in (i) the manufacture of any products, or (ii) any services for a third party. Customer may not transfer the Products (or any modifications Customer makes to the Products or any cells derived, developed or expanded from the Products) to any third party without FCDI's prior written consent. Customer shall not reverse engineer the Products. Customer shall not use the Products, components or modifications thereof, or any cells derived, developed or expanded therefrom, in humans, in clinical trials, for diagnostic purposes involving human subjects, or for any investigational or other therapeutic use. Customer shall not use the Products directly or indirectly to derive or make any human gamete or gamete precursor cell. Customer shall use the Products in accordance with all applicable laws and regulations and any applicable institutional review board approved protocol and/or privacy office approval. Customer is not entitled to receive any data or information from FCDI that directly identifies the donor of the biological materials from which any of the Products indirectly are derived or was made. Customer shall not attempt in any way to determine the identity of the donor of the biological materials from which any of the Products indirectly are derived or was made or of any biological relative of such donor.

If the Products purchased by or transferred to Customer are iCell Hematopoietic Progenitor Cells, then Customer may not use such Products to make microglia according to the method owned by The Regents of the University of California (Abud et al., 2017, Neuron 94, 278–293), notwithstanding what is provided elsewhere herein. For information on obtaining a license pertaining to such method to make microglia, please contact fcdi-licensing@fujifilm.com.

C. THIRD PARTY LICENSES. If the Products purchased by or transferred to Customer are iCell DopaNeurons, then Customer also must execute the End User Letter of Acknowledgement with Memorial Sloan-Kettering Cancer Center, attached hereto as Exhibit A (the "End-User LOA"), in connection with such purchase; provided, however, that if: (i) an End-User LOA previously executed by Customer and delivered to FCDI is in full force and effect; and (ii) Customer is purchasing or receiving the same DopaNeuron Product as that previously sold or

transferred in connection with Customer's previously executed End-User LOA, then Customer will not be required to execute an additional End-User LOA. Customer hereby acknowledges and agrees that, and this provision constitutes notice from FCDI to Customer that, its rights with respect to any subsequently purchased or received DopaNeurons as contemplated in clause (ii) of the preceding provision are subject to the End-User LOA previously executed by Customer.

D. DATA. Customer agrees that if described on Customer's product quotation from FCDI it will provide data and information as described therein to FCDI regarding Customer's use of the Prototypes.

V. LIMITED WARRANTY BY FCDI FOR COMMERCIAL PRODUCTS.

A. During the Warranty Period (as defined below) and subject to Section V.F., below, FCDI warrants that its Commercial Products conform to the specifications contained in the Certificate of Analysis for the Commercial Product shipped to Customer. Customer's sole and exclusive remedy (and FCDI's sole and exclusive liability) with respect to any defective Commercial Products shall be replacement of the defective Commercial Products by FCDI pursuant to this Section V.

B. FCDI will bear all reasonable shipping costs if the Commercial Products are replaced pursuant to this warranty. For clarity, this warranty automatically shall be void, and any claims under it invalid, (i) if Customer's use of the Commercial Products is other than solely in accordance with these terms or for a purpose or in a manner other than that for which the Commercial Products were designed; or (ii) if Customer fails to follow FCDI's User's Guide for the use, storage, and handling of the Commercial Products however such failure is caused; or (iii) if Customer fails to comply with any of the provisions of Sections IV. A, B or C above; or (iv) if there is any abuse, other misuse or neglect of the Commercial Products by Customer or to the extent of any damage or loss of the Commercial Products by events or occurrences beyond a person's (e.g., FCDI's) control including without limitation, accident, fire, vandalism and natural disasters (acts of God). This warranty applies only to Customer and not to third parties. This warranty is not assignable.

C. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FCDI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMMERCIAL PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND CUSTOMER WAIVES ALL RIGHTS AND REMEDIES, WITH RESPECT TO ANY DEFECTIVE COMMERCIAL PRODUCTS OTHER THAN THE EXPRESS WARRANTY AND REMEDY THEREFOR STATED ABOVE IN THIS SECTION V.

D. Within five (5) business days of thawing the Commercial Product but prior to the earlier of (i) the expiration date of the Commercial Product as listed on the Certificate of Analysis and/or Commercial Product's label and (ii) the twelve (12)-month anniversary of the date of FCDI's shipment of the Commercial Product (the "Warranty Period"), Customer must notify FCDI in writing of any nonconformity of the Commercial Products, describing the nonconformity in detail. Customer's failure to properly notify FCDI in the Warranty Period voids the limited warranty described above in this Section V.

E. If Customer believes Customer has a warranty claim, Customer should call FCDI's Technical Support line at (608) 310-5100 ext. 3 or email at support@fujifilmcdi.com to request a replacement Commercial Product based on a breach of the above limited warranty. Any action by Customer for FCDI's breach of this limited warranty, for which Customer has given timely and

proper notice of the breach during the Warranty Period and otherwise in accordance with this Section V, must be commenced by Customer within 18 months following the date of such breach.

F. FCDI makes no warranty of any kind or nature, neither express nor implied, for any product sold together with, or as a part of, the Commercial Products (e.g., an accessory accompanying a Commercial Product or a discrete component part of a Commercial Product that is a kit) that is not manufactured by FCDI. Any such accessory to or component part of the Commercial Products shall have the warranty, if any, that is offered and granted (and, for clarity, extended by its terms to Customer) by the manufacturer of such other accessory or component part.

G. Customer acknowledges and agrees that FCDI may fill Customer's order with any number of units of Commercial Products. Such units may be more units than Customer ordered. Customer will not be charged extra for any adjustments made by FCDI. The number of cells in a unit is determined by the Commercial Product's Certificate of Analysis. The number of cells that are contained in a unit accounts for both viability and plating efficiency percentages. Because this may vary from lot to lot, FCDI reserves the right to fill the order with that number of units which is sufficient to fill Customer's order and such adjustments shall not constitute a breach of the warranty herein.

VI. NO WARRANTY FOR PROTOTYPES.

THE PROTOTYPES ARE PROVIDED "AS IS" TO CUSTOMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FCDI DISCLAIMS ALL REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND LIABILITY, AND CUSTOMER WAIVES ALL RIGHTS AND REMEDIES THAT OTHERWISE MAY BE AVAILABLE, WITH RESPECT TO THE PROTOTYPES.

VII. FURTHER LIABILITY LIMITATION.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, FCDI SHALL NOT HAVE ANY LIABILITY FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED AND REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF FCDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER TERM OR IMPLICATION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL FCDI'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS TO FCDI.

VIII. FORCE MAJEURE.

FCDI shall not be responsible for delays in the shipment of any Products, or failure to ship such Products, and reserves the right to cancel or delay any order or contract for Products, if such delay or failure is due to causes beyond its reasonable control, including without limitation, shortages of supplies due to unforeseen conditions, orders or actions of government agencies, acts of nature, acts by Customer, fires, strikes, or other labor difficulties, wars, hostilities or terrorist acts, embargoes, equipment breakdown, inability to obtain necessary labor, material or manufacturing facilities due to causes beyond its reasonable control or any other cause beyond its reasonable control. In the event of such delay, and assuming that FCDI chooses not to cancel due to such cause, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

IX. MISCELLANEOUS.

A. FCDI reserves the right to make changes in design, production, manufacture, or characteristics of the Products or to improve the Product at any time and in any way, without incurring any obligations to replace or modify any Products previously sold or transferred to Customer.

B. Customer represents and warrants that it is the ultimate end-user of the Products, and further represents and warrants that it will not knowingly sell, export, re-export, transfer, divert, or otherwise dispose of the Products (including other materials or goods derived from or based on the Products) to any other destination, entity, or person without the prior authorization of any relevant U.S. federal government agency and FCDI.

C. Each person signing these terms and conditions represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver these terms and conditions. Each of Customer and FCDI represents and warrants to the other that the execution and delivery of these terms and conditions and the performance of such party's obligations hereunder have been duly authorized and that these terms and conditions are a valid and legal agreement binding on such party and enforceable in accordance with its terms.

D. Modifications may be made only in writing, signed by an authorized corporate officer of FCDI. The waiver of any term or condition or any breach thereof shall not affect any other term or condition herein. These terms and conditions shall be governed by and construed according to the laws of Wisconsin (without regard to the laws of any other jurisdiction that otherwise would govern under applicable principles of conflicts of laws). Customer hereby consents to the exclusive jurisdiction of the courts of Wisconsin, USA, and waives any objection to venue in Dane County including on ground of forum non conveniens. These terms and conditions shall not be governed by and specifically exclude the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. In the event that any provision of these terms or portion thereof is found to be illegal or unenforceable, these terms shall be construed without the unenforceable provision or portion thereof. Headings of sections herein are for convenience only and shall not affect the construction or interpretation hereof. PDF signatures shall be deemed to be true and original for all purposes.

ACKNOWLEDGEMENT AND AGREEMENT:

Customer and FCDI agree that the above terms and conditions shall apply to the transfer and/or purchase of any and all Products to and/or by Customer from FCDI effective from the date signed below. By submitting a purchase order or accepting a product quotation from FCDI for the Products, Customer accepts and is bound to the above terms and conditions and acceptance of FCDI's offer for sale of Products may be made only upon the above terms and conditions. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s) or by course of dealing or performance or usage of trade. Additional or different terms and conditions contained in any purchase order or other documents generated by, executed by, or sent by Customer either prior to or after these terms and conditions are executed will be null and void (of no legal effect) and are hereby expressly disclaimed and rejected by FCDI. Customer agrees that the Credit Application in the form provided by FCDI submitted by Customer to FCDI, the terms and conditions of sale above, FCDI's product quotation, invoice, order confirmation and the End-User LOA and will control and be the sole terms governing the purchase or receipt of the Products by Customer.