Introduction

The CMMC LLC ("CMMC"), dba The Cultivated Meat Modeling Consortium is a wholly-owned subsidiary of Biocellion SPC, a Washington State Social Purpose Corporation ("BSPC"). BSPC focuses on its social purpose: to advance computer modeling and simulation technologies that make progress in life science research and development (R&D) more efficient and humane. In addition to developing and commercializing computational technologies, BSPC staff work to create and facilitate self-managed industry-specific modeling consortiums aligned with BSPC’s social purpose. Each consortium brings diverse stakeholders together to identify leverage points for computer modeling where the cost, time, or invasiveness of physical experimentation inhibits progress industry-wide; or where virtual experiments can provide visibility into mechanisms difficult to measure or perceive in laboratory experiments. Each consortium pursues projects that develop or apply software to reduce or virtualize the corresponding experiments.

CMMC is one such consortium. CMMC’s mission is to develop and apply computer modeling and simulation to accelerate progress in cultivated meat. Membership is open to all individuals or legal entities, including, but not limited to, major corporations, middle-market companies, small businesses, nonprofit organizations, students, independent contractors, modeling companies, academic institutions, academics acting as consultants, and research laboratories, that agree to adhere to the terms of the Member Subscription Agreement (the “Agreement”). CMMC strives to collaborate with and benefit the overall cultivated meat community, but only Members have a voice in its governance and are guaranteed access to its work-products, including written reports and software.

CMMC’s Governance Group is responsible for day-to-day operations of the consortium as described in the separate Governance Group Policy (GGP) (Appendix C). Separate Intellectual Property Policy (IPP) and Confidentiality Policy (CP) documents (Appendices A & B, respectively) supplement this Agreement and set forth confidentiality and intellectual property principles under which CMMC will operate. All Members agree to the IPP and CP whether or not they participate in the creation of intellectual property and to the GGP whether or not they participate in the Governance Group.

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1 Member subscription as described within this document entails rights and responsibilities distinct from those of limited liability corporation (LLC) membership: agreement to subscribe neither (1) guarantees rights of ownership in or direction of the LLC nor (2) implies accountability for LLC debts.
Member Subscription Agreement

By becoming a member subscriber of CMMC ("Member" or "you"), you agree to be bound by and accept the terms of this Member Subscription ("Membership") Agreement (this "Agreement") as of the later of the two dates on the Signature Page to this Agreement ("Subscription Date").

1. Benefits to all Members. Members have the opportunity to:
   a. Share data and develop solutions under the protections of the IPP and CP.
   b. Propose, champion and participate in projects.
   c. Collaborate and network via a subscriber-exclusive social platform.
   d. View presentation materials, reports and plans.
   e. Discuss problems, solutions, and progress on projects at regular meetings.
   f. Nominate self or other Members to serve in the Governance Group.

2. Membership Categories. CMMC Membership is divided into categories based upon the contribution of the Member and additional benefits to the Member. A Member may hold membership in multiple categories. An informal presentation of membership categories, contributions and benefits is presented in the table below. In the event of a discrepancy between this summary and text in this Agreement that follows the summary, the later text prevails.
## Membership Categories

<table>
<thead>
<tr>
<th>Membership Category</th>
<th>Contribution</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial (Internal Use)</td>
<td>A membership fee of the lesser of (1) $100,000 and (2) .05% of the greater of Member’s (a) annual revenue or (b) total funding received since inception. Annual fee is (re)calculated and due within forty-five (45) days of Subscription Date and of each anniversary of Subscription Date thereafter. At its discretion, the Governance Group may offer a discount for in-kind contributions.</td>
<td>Influence the direction of projects such that your problems and challenges are prioritized. Purchase a non-exclusive, commercial use license for internal purposes of intellectual property developed by CMMC during Membership. Fees for licensing are determined by the Governance Group. Members who have subscribed continually with a Subscription Date in 2021/2022 receive a discount on these fees of 20/10%, respectively.</td>
</tr>
<tr>
<td>Solution Provider (Academic Use)</td>
<td>Work collaboratively with other Members to develop and contribute to Projects addressing the challenges faced by CMMC members and the broader cultivated meat community.</td>
<td>Up to 10% of licensing revenue is distributed to solution providers. You receive 10% of the licensing revenue generated by intellectual property that you alone contribute. You receive a pro rata share of the 10% when intellectual property is contributed jointly and only with other Members.</td>
</tr>
<tr>
<td>Supporter (Academic Use)</td>
<td>Contribute connections, marketing, administrative labor, and/or expertise.</td>
<td>Purpose-impact multiplier by influencing CMMC’s efforts for the challenges that matter to you.</td>
</tr>
</tbody>
</table>

Your membership subscription category or categories are designated by you on the signature page to this Agreement.

3. **Intellectual Property.** CMMC and Member agree to the terms set forth in the Intellectual Property Policy attached to this Agreement and entitled Appendix A.

4. **Confidentiality.** CMMC and Member agree to the terms set forth in the Confidentiality Policy attached to this Agreement and entitled Appendix B.
5. **Governance Group.** CMMC and Member agree to the terms set forth in the Governance Group Policy attached to this Agreement and entitled Appendix C.

6. **Projects.** A Project is an individual or collaborative enterprise (1) funded by or through CMMC and/or (2) instigated, planned, designed or executed during meetings, discussions, networking events, or other engagement venues such as shared documents, that are facilitated or hosted by CMMC.
   
   a. Solution Providers agree to work collaboratively with other Members to pursue inception, funding, and execution of Projects that advance CMMC’s mission.
   
   b. All Members agree that in any pursuit of Project funding, such as a grant application or commercial contract, CMMC will be the primary point of contact (“prime”) unless otherwise agreed in writing by CMMC.
   
   c. All Members agree that engagement with a non-member in executing a Project must be approved by CMMC. Typically, approval will be contingent on that non-member agreeing to confidentiality terms and to CMMC’s use of jointly developed IP.
   
   d. For the removal of any doubt, CMMC acknowledges and agrees that nothing in this Agreement shall be deemed or construed as an obligation of Member to participate in any Project and/or as a general prohibition of Member’s right to engage in activities by itself or with others not in collaboration or cooperation with CMMC, including activities that may be suitable to be held as a Project.

7. **Term; Termination.**
   
   a. **Term.** Your Membership shall commence on the Subscription Date and shall continue in perpetuity until terminated as provided herein.
   
   b. **Termination by Member.** You may terminate your Membership by providing written notice to CMMC at least 30 days prior to termination.
   
   c. **Termination by CMMC.** CMMC may terminate your Membership immediately with cause upon your material breach of any part of this Agreement by providing written notice unless such breach may be amended by Member, in which case a prior written notice of not less than 14 days will be provided to allow Member to amend said breach.

8. **Member Representations and Warranties.** You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by this Agreement and no further authorization or approval is necessary. You further represent and warrant that entering into this Agreement will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

9. **Disclosures.** Each party reserves the right to disclose information about the other if and as required to comply with the law by an order issued by a court or any competent authority, provided that said party provides written notice to the other immediately after receiving such order and reasonably cooperates with the other in order to dismiss said order and/or minimize the required disclosure.
10. **Privacy and Data Protection.**

a. Personal Data exchanged under this Agreement are considered confidential information and shall be treated as confidential information. Each party shall ensure that all employees, authorized agents, and any subprocessors authorized to process the Personal Data are required to comply with and respect confidentiality or are under an appropriate statutory or professional obligation of confidentiality in accordance with Art. 28 (3), 29, and 32 of the European Union’s General Data Protection Regulation (GDPR). “Personal Data” means information about an individual that (a) can be used to identify, contract or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

b. For transfers of Personal Data to a jurisdiction other than a jurisdiction in the European Economic Area, or the European Commission approved countries providing adequate data protection, the parties shall enter into applicable Standard Contractual Clauses issued by the European Commission to transfer such data.

c. Each party in processing Personal Data shall at all times comply in all material aspects with all applicable Data Protection Laws. “Data Protection Law” means regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation” or “GDPR”), as amended, replaced or superseded, as well as any applicable data protection laws and/or regulations in force in EU Member States or other relevant jurisdictions.

11. **Antitrust Policy.** CMMC is committed to free competition in the marketplace. Conduct intended to limit competitive forces is inconsistent with that commitment and may violate antitrust laws. Members agree not to communicate with other Members or CMMC regarding current or future prices, pricing policy, sales volumes or terms, production levels, or any other information that relates to the marketplace. The parties agree that the sole remedy of any breach of Members’ obligations specified in this section 11 shall be the termination of this Agreement by CMMC and CMMC shall not be entitled to any other remedy.

12. **Non-Disparagement.** Each party agrees to refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding the other or any of CMMC’s Members, directors, employees, personnel, agents, policies, or products, other than to comply with the law and any order issued by a competent authority and/or in order to exercise any right according to applicable law.

13. **Reservation of Rights.** CMMC and BSPC represent and warrant that other Members shall make substantially the same representations and warranties and substantially the same obligations as made by Member in this Agreement, including the IPP and CP. To be clear, this section 13 does not apply to your membership fee which may be calculated differently and have a maximum value different from that of other Members. The parties agree that the sole remedy of any breach of CMMC and BSPC’s obligations specified in this section 13 shall be the termination of this Agreement by Member. CMMC and BSPC agree that the rights derived from such obligations,
representations and warranties shall be assigned to Member in case any breach thereof by other Members shall cause any damage, expenses or loss to Member. In case such assignment may not be made for any reason, CMMC and/or BSPC shall provide power of attorney and authorization to Member to take any measures in its sole and absolute discretion.

14. **Miscellaneous.**

a. **Entire Agreement.** This constitutes the entire agreement between CMMC and you pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

b. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

c. **Relationship of Parties.** Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between CMMC and you. Neither CMMC nor you shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

d. **Amendment.** Except as otherwise noted, this Agreement may not be amended except by an instrument in writing signed or electronically signed by both parties.

e. **No Warranty.** Except as otherwise set forth in this agreement, neither CMMC nor you make any representation nor extend any warranty of any kind, either express or implied.

f. **Export Control.** CMMC and you agree to not knowingly: (a) export or re-export, directly or indirectly, any technical data as defined by the U.S. Export Administration Regulations or (b) disclose such technical data for use in, or export or re-export directly or indirectly, any direct product of such technical data, including Software, to any destination to which such export or re-export is restricted or prohibited by law, without obtaining prior authorization from the U.S. Department of Commerce and other competent government entities to the extent required by applicable laws.

g. **Severability.** In the event that any provision or any portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

h. **No Assignment.** You may not assign your Membership without the advance written consent of CMMC.

i. **Notices.** All notices, requests, demands or other communications for which this Agreement provides shall be in writing and delivered via e-mail or postal mail to the addresses listed on the signature page of this Agreement.

j. **Dispute Resolution.** Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations. If the parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution, starting with mediation and including, if necessary, a final and binding arbitration. Whenever a party shall decide to institute arbitration
proceedings, it shall give written notice to that effect to the other party. The party giving such notice shall refrain from instituting the arbitration proceedings for a period of sixty (60) days following such notice. During such period, the parties shall make good faith efforts to amicably resolve the dispute without arbitration. Any arbitration hereunder shall be conducted under the rules of the American Arbitration Association. Each such arbitration shall be conducted by a panel of three arbitrators: one arbitrator shall be appointed by each party and the third shall be appointed by the American Arbitration Association. Any such arbitration shall be held by teleconference or other virtual means unless otherwise agreed by all arbitrators and both parties. The arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when the institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred under this Agreement or by the applicable statute of limitation. Should arbitration fail to proceed as proscribed hereunder or in case of a motion for injunction or other equitable remedy, either party may file suit or file such motion to a competent court as described below. The rights and obligations of CMMC and you are governed by, and this Agreement shall be construed and enforced in accordance with, the laws of the State of Washington, without regard to its conflict of laws principles. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington, and agree that any suit, action or proceeding arising out of this Agreement shall be filed only in such courts. In addition, we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

[Signature page follows]
MEMBERSHIP SUBSCRIPTION AGREEMENT
SIGNATURE PAGE

Check selection(s):

<table>
<thead>
<tr>
<th>MEMBERSHIP SUBSCRIPTION CATEGORY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial Internal Use</strong></td>
</tr>
<tr>
<td>Annual Subscription Fee is the lesser of (i) $100,000 or (ii) .05% of the greater of your last year’s revenue and total investment received since inception. Fee is (re)calculated and due within forty-five (45) days of Subscription Date and of each anniversary of Subscription Date thereafter.</td>
</tr>
<tr>
<td>Send invoice for $_______________ to (email) _____________________</td>
</tr>
<tr>
<td>Are you interested in discussing an in-kind contribution? __________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Academic Use (Solution Provider)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Use (Supporter)</td>
</tr>
</tbody>
</table>

I have read and agree to be bound by the terms of THE CMMC LLC Member Subscription Agreement. If an organization is named below, I am agreeing on behalf of that organization and have the authority to bind the organization to the terms of this Agreement.

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>CMMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization? (Fill in)</td>
<td>THE CMMC LLC</td>
</tr>
<tr>
<td>Individual? (Leave Blank)</td>
<td>Simon Kahan</td>
</tr>
<tr>
<td>Name:</td>
<td>Manager</td>
</tr>
<tr>
<td>Organizational Position Title:</td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>2415 E Roanoke St Seattle WA 98112</td>
</tr>
<tr>
<td>Phone:</td>
<td>+1 206 855 5531</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:simon@thecmmc.org">simon@thecmmc.org</a></td>
</tr>
</tbody>
</table>
APPENDIX A

INTELLECTUAL PROPERTY POLICY

1. INTRODUCTION

In this intellectual property policy ("IPP"), Biocellion SPC ("BSPC") sets forth the general technology and intellectual property principles under which THE CMMC LLC ("CMMC") will operate. Each Member, defined in a separate Member Subscription Agreement ("Agreement"), is required under the terms of the Agreement to abide by the IPP. BSPC may amend the IPP from time to time. In the event of an amendment to the IPP, BSPC will provide instructions to Members for transition to the new IPP; however, no amendment to this IPP will be effective less than thirty (30) calendar days from the date written notice of such amendment is given to Members. For the avoidance of doubt, any such amendment to the IPP shall not be effective with respect to any Intellectual Property related to an already existing Project or to Background IP.

2. DEFINITIONS

a. "CMMC Project" or “Project” means an individual or collaborative enterprise (1) funded by or through CMMC or (2) instigated, planned, designed or executed during meetings, discussions, networking events, or other engagement venues such as shared documents, that are facilitated or hosted by CMMC.

b. As used herein, the term “Intellectual Property” shall include, without limitation, any inventions, technological innovations, data, experimental results, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, software documentation, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

c. CMMC Project Intellectual Property ("Project IP") refers to any Intellectual Property created by any Member(s), or entity(ies) or person(s) working on behalf of any Member(s) or on behalf of CMMC, independently or jointly, while participating in any CMMC Project. Examples of Project IP include software and technical reports.

d. CMMC Intellectual Property ("CMMC IP") includes: (1) Project IP; and (2) any other Intellectual Property developed on behalf of the CMMC by Members according to a specific development agreement, CMMC employees, or contractors.

e. Background Intellectual Property ("Background IP") means any Intellectual Property that a CMMC Member developed, conceived, owned, licensed or controlled as of the Effective Date of the Agreement, or Intellectual Property that a CMMC Member develops, conceives, acquires, licenses or gains controls of separate and apart from performance of this Agreement.
f. “Academic Use” means use for academic or educational activities, or non-profit research. This explicitly excludes use contracted for a fee, or use in collaboration with a third party that is funding the research in whole or in part in exchange for commercial rights in the results and/or possible delay in publication of any relevant results to the academic community, or which is licensed to a third party for a fee.

g. “Internal Use” means use by employees, representatives or affiliates of a Member in Member’s internal operations but does not include access or use in the provisions of services to that Member’s clients or customers. Internal Use also includes use by contractors of Member, including contractors providing outsourcing or hosting services, as long as Member assumes full responsibility for the compliance with the Agreement in such use. Use for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

h. “Commercial Use” means use that is not Academic Use.

i. “Commercial Internal Use” means use that is Internal Use but not Academic Use.

3. OWNERSHIP

a. Member agrees that CMMC owns and retains all CMMC IP, including any improvements, modifications, and enhancements to any CMMC IP. Member agrees to fully cooperate with CMMC to take any and all actions necessary to give effect to the provisions of this Section 3.a, including without limitation the execution of documents, including assignment documents and the filing of applications.

b. Nothing in this Agreement shall be construed as an assignment, license or any other transfer or authorization to use any of the Background IP to CMMC and/or BSPC or any other Members. CMMC and BSPC agree that Member owns and retains all Background IP, including any improvements, modifications, and enhancements to any Background IP.

4. LICENSING

CMMC agrees that:

a. Non-exclusive Academic Use of CMMC Project IP is free for Members and where such Project IP is computer software its Academic Use is subject to terms of an accompanying Internal Academic and Educational Use license similar to that in Exhibit D.

b. Any Commercial Member may license any CMMC Project IP from CMMC at a fair market rate determined by the CMMC Governance Group for Member’s non-exclusive Commercial Internal Use. Should the Governance Group not reach a determination of fair market rate within thirty days of any request by any Member to license, BSPC will adjudicate. A discount will be applied for Commercial Members that join early as per the Benefits described in the Agreement. Merck KGaA, Darmstadt, Germany, a founding member of CMMC, will receive a discount of 30%.
c. Granting of rights by CMMC to license CMMC IP for Commercial Use that is not Internal Use is outside the scope of Agreement.

d. When the CMMC receives CMMC IP licensing revenue, 10% is set aside to reward current Solution Provider Members who contributed directly to the creation of the licensed IP in proportion to their relative contribution. Those contributors may agree on how to partition the 10% amongst themselves. If they cannot agree within thirty days of receipt of revenue, then the Governance Group shall make a determination.

e. It is expressly agreed by CMMC and the Members that no rights or obligations other than those expressly recited herein are to be implied from this Agreement. In particular, no licenses are hereby granted either directly or indirectly under any patents, trademarks, copyrights or know-how now held by, or which may be obtained by, or which is or may be licensable by CMMC or the Members.

5. MISCELLANEOUS

a. Third Party Materials. Each Member agrees that, when collaborating with CMMC on the development of Intellectual Property, Member will disclose to CMMC if any Intellectual Property brought by such Solution Provider Member was developed by or jointly with a non-Member third party. No Member may use their Background IP or any Intellectual Property belonging to a third party in a Project without CMMC’s consent. CMMC may reject a Project’s use of Intellectual Property that is not consistent with the proposed license for the Project, or that is likely to cause intellectual property or related liability (such as patent claims, export restrictions, and security liability) to BSPC, CMMC or its Members.

b. Copyright Notices. CMMC will not be obligated to maintain any copyright notice of any Member on any software or materials in a Project. Any document or source code produced by CMMC shall include the following copyright notice (in addition to any other notices required by law): “Copyright © The CMMC LLC. [insert year].”

c. Adoption of Marks. CMMC may from time to time create one or more names, logos, trademarks, certification marks, or service marks (collectively, “Marks”), to be used to promote Projects. In such cases, CMMC will promulgate policies for use of such trademarks or service marks (which may include certification requirements) under a separate policy, as approved by BSPC. CMMC will take such steps as BSPC deems necessary and proper to protect its rights under such Marks adopted for use by CMMC.

d. Use of Member’s Marks. CMMC may display the names and logos of the Members on CMMC’s webpage. This IP Policy will not grant CMMC any other right to use the trademarks or trade names of any Member. The use of the corporate name or corporate logo of each Member is subject to that Member’s usage guidelines, if any, as updated from time to time, and the right by CMMC to display Member’s names and logos may be revoked by Member by providing 14 days prior written notice to CMMC.

e. Restricted Activities. Except under licensing terms that otherwise grant such rights, such as with open source software, Member agrees (1) to not and (2) agrees to not encourage any third party to: (a) modify, adapt, alter, translate, or create derivative works of
CMMC IP; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for CMMC IP, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer CMMC IP to any third party; (d) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of CMMC contained on or within any copies of CMMC IP; (e) use CMMC IP for the purpose of creating a product or service competitive with CMMC IP; or (f) use CMMC IP for any unlawful purpose.

f. **Infringement.** Members shall notify CMMC promptly, in writing, of any alleged, actual or threatened infringement, violation, misappropriation or misuse of or interference with any CMMC IP which such Member knows of or has reason to suspect.
APPENDIX B

CONFIDENTIALITY POLICY

1. INTRODUCTION

In this confidentiality policy (“CP”), Biocellion SPC (“BSPC”) sets forth the confidentiality principles under which THE CMMC LLC (“CMMC”) will operate. Each Member, defined in a separate Member Subscription Agreement (“Agreement”), is required under the terms of the Agreement to abide by the CP. BSPC may amend the CP from time to time. In the event of an amendment to the CP, BSPC will provide instructions to Members for transition to the new CP; however, no amendment to this CP will be effective less than thirty (30) calendar days from the date that written notice of such amendment is given to Members. For the avoidance of doubt, any such amendment to the CP shall not apply to Confidential Information already disclosed by any Disclosing Party at the date such amendment comes into effect.

2. DEFINITIONS

   a. “Confidential Information” means any information that (1) is identified, in writing or orally, as Confidential Information or otherwise marked “Confidential” or “Proprietary” or with similar designation and (2) is disclosed by the CMMC or by any Member (“Disclosing Party”) to the CMMC or to any other Member (“Recipient”) during the term of this Agreement, either directly or indirectly, in writing, orally or by inspection, including without limitation proprietary information, technical data, trade secrets, know-how, research, product plans, product information, product plans, market and marketing information, works of authorship, software, ideas, inventions (whether or not patentable), processes, formulas, technology, designs, drawings, financial information, sales information, usage metrics, vendor and supplier names, lists and data, other technical, business, financial, customer and product development plans, forecasts, strategies and information, business opportunities, capitalization and ownership information, and contracts and other documents. All such information disclosed by the Disclosing Party to the Recipient will be considered Confidential Information. Members also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Confidential Information prepared by the Member or Recipient shall be considered Confidential Information of the Disclosing Party under this Agreement.

Notwithstanding the foregoing, Confidential Information will not include any information that:

   (i) was publicly known before the Disclosing Party's disclosure of the information or becomes publicly known, through no violation of the terms of this Agreement, after the Disclosing Party's disclosure of the information;

   (ii) the Recipient can demonstrate, through his files and written records, was already known by or in the possession of the Recipient at the time of disclosure and not subject to another obligation of confidentiality to the Disclosing Party;

   (iii) the Recipient obtains from a third party without a breach of such third party's obligations of confidentiality;

   (iv) the Recipient analyzed, compiled, or summarized the Confidential Information as a result of the Recipient's合法 business activities and not for the purpose of disclosing the Confidential Information to a third party.

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(iv) the Recipient can demonstrate, through documents and other competent evidence, was independently developed by the Recipient without use of or reference to any Confidential Information; or

(v) the Disclosing Party has disclosed such information to a third party without an obligation of confidentiality.

In the event of any dispute between the parties as to whether specific information is within one or more of the exceptions set forth in this Section, the Recipient will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

3. POLICY

a. You acknowledge and agree that during your participation in CMMC you may be exposed to Confidential Information. You agree to maintain Confidential Information in strict confidence and not to disclose Confidential Information to any third parties.

b. All Confidential Information remains the sole and exclusive property of the Disclosing Party. You acknowledge and agree that nothing in this Agreement or your participation as a Member, will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of CMMC or any other Member.

c. This agreement does not prohibit you nor any other Member from disclosing publicly information not identified as Confidential Information.

d. Each Recipient, including CMMC, any other Members, and anyone on their behalf, shall use Confidential Information disclosed to them strictly for the purpose of such disclosure and shall provide and/or disclose such Confidential Information to its employees, directors and advisors (“Permitted Recipients”) strictly on a need-to-know basis and only to Permitted Recipients who have signed a written confidentiality obligation with terms no less strict than this CP. In addition, each Recipient shall keep accurate and complete records of its Permitted Recipients to which Confidential Information was disclosed and shall return or destroy all Confidential Information upon Disclosing Party's request.

e. Each Recipient, including CMMC and any other Members, shall not disclose any Confidential Information to any third party, including CMMC and any other Members without the prior written approval of the Disclosing Party.
APPENDIX C

GOVERNANCE GROUP POLICY

1. INTRODUCTION

In this Governance Group Policy (“GGP”), Biocellion SPC (“BSPC”) sets forth the principles under which THE CMMC LLC (“CMMC”)’s Governance Group will operate. Each Member, defined in a separate Member Subscription Agreement (“Agreement”), is required under the terms of the Agreement to abide by the GGP. BSPC may amend the GGP from time to time. In the event of an amendment to the GGP, BSPC will provide instructions to Members for transition to the new GGP; however, no amendment to this GGP will be effective less than thirty (30) calendar days from the date that written notice of such amendment is given to Members.

2. DEFINITIONS

a. “Governance Group Coordinator” is a Member appointed by CMMC.

b. “Governance Group” is a subset of Members convened from time to time by the Governance Group Coordinator to direct the day-to-day business of the CMMC in accordance with the Agreement.

c. “Operating Policies” are policies and processes approved by the Governance Group from time to time related to carrying out CMMC’s day-to-day business consistent with the Agreement.

3. POLICY

a. CMMC agrees to appoint a Governance Group Coordinator.

b. CMMC and Members agree that any Member who demonstrates a substantial commitment to contribute expertise, time and/or effort to the day-to-day business of the CMMC may join the Governance Group and that the Governance Group has sole authority to set a standard for what constitutes a substantial commitment.

c. You agree to follow Operating Policies when participating in CMMC’s day-to-day business whether or not you join the Governance Group.

d. CMMC and Members agree that the Governance Group will apply 100% of available funds to advance the CMMC mission.
**CMMC SOFTWARE LICENSE AGREEMENT**

**INTERNAL ACADEMIC AND EDUCATIONAL USE**

**CMMC MODELING SOFTWARE**

**IMPORTANT - READ BEFORE COPYING, INSTALLING OR USING.**

DO NOT USE OR LOAD THIS CMMC MODELING SOFTWARE UNTIL YOU HAVE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS.

BY LOADING OR USING THIS CMMC MODELING SOFTWARE, YOU AGREE TO THE TERMS OF THIS CMMC SOFTWARE LICENSE AGREEMENT.

IF YOU DO NOT WISH TO SO AGREE, DO NOT COPY, INSTALL, MODIFY OR USE THIS CMMC MODELING SOFTWARE.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:
1. DEFINITIONS. The following definitions apply in this Agreement:

1.1 “CMMC” means The CMMC LLC.

1.2 “You” means any individual or entity exercising any of the license rights in this Agreement.

1.3 “Parties” means CMMC and You.

1.4 “Party” means CMMC or You.

1.5 “Effective Date” means the date that You first exercise any of the license grants in this Agreement.

1.6 “Derivative Work” means a derivative work, as defined in 17 U.S.C. § 101, of the Software Source Code, created by You.

1.7 “Object Code” means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

1.8 “Licensed Patent Claims” means only those claims of CMMC’s patents that are necessarily and directly infringed by the reproduction and distribution (that is authorized in Section 2.1) of the Software in its unmodified form as delivered by CMMC to You and not modified, or combined with anything else. Licensed Patent Claims are only those claims which CMMC can license without paying, or getting the consent of, a third party.

1.9 “Academic Research Projects” means academic or educational activities, or non-profit research. This explicitly excludes projects which are contracted to You by any third party for a fee, or projects that are done in collaboration with a third party that is funding the research in whole or in part in exchange for commercial rights in the results and/or possible delay in publication of any relevant results to the academic community.

1.10 “Confidential Information” means any information contained in Source Code provided under this Agreement. Confidential Information does not include:
   (a) information generally available to the public;
(b) information rightfully in the possession of Your prior to signing this Agreement;
(c) information independently developed by You without the use of any of the provided Confidential Information.

1.11 “Open Source Software” means:

(A) any software that requires as a condition of use, modification or distribution of the software that that software or other software incorporated into, derived from or distributed with that software:

- be disclosed or distributed in Source Code;
- be licensed by the user to third parties for the purpose of making or distributing derivative works; or
- be redistributable at no charge.

(B) Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following:

- GNU’s General Public License (GPL), Lesser/Library GPL (LGPL) or Affero GPL (AGPL);
- the Artistic License (e.g., PERL);
- the Mozilla Public License (MPL);
- the Eclipse Public License (EPL); and
- the Common Development and Distribution License (CDDL).

1.12 “Software” means the CMMC modeling software computer program, in Object Code or Source Code, and any updated or improved version of the program, if any, that CMMC provides to You under this Agreement. The Software does not include Open Source Software or any computer programming code that is subject to a separate agreement, obligation or license.

1.13 “Source Code” means a form in which a computer program is provided in human readable format.

1.14 “Feedback” means Your requirements, inputs, comments, responses, opinions, feedback and errata, whether oral or written, concerning the Software.

2. LICENSE
2.1 **Grant.** Subject to Your compliance with the terms of this Agreement, CMMC hereby grants You, during the term of this Agreement, a non-transferable, non-exclusive, non-sublicensable (except as expressly set forth below), no-charge, limited right and license:

(A) under CMMC’s copyrights, to:

(1) reproduce and execute the Software only for Academic Research Projects; this license does not include the right to sublicense, and may be exercised only within Your facilities by Your employees;

(2) modify the Software to create Derivative Works, only for Academic Research Projects, only within Your facilities by Your employees;

(B) under CMMC’s Licensed Patent Claims, to:

(1) make and use the Software within Your facilities by Your employees under the CMMC copyright license granted to You under Section 2.1(A), but only for Academic Research Projects;

(2) import the Software under the CMMC copyright license granted to You under Section 2.1(A), but only for Academic Research Projects.

(C) Unless specifically set forth in Section 2.1, the parties agree that they have the mutual intention that CMMC grants You no other license or right to any CMMC intellectual property, expressly or by implication, estoppel, statute or otherwise. CMMC reserves all rights that it does not expressly grant to You in this Agreement. You agree that you have no right to make, sell, or modify the Software, or combine the Software with other items or to use any such combination, except as granted in this Section 2.1. You are only licensed to the Licensed Patent Claims, and no other patent claims, even if such claims are part of the same patent as Licensed Patent Claims. You further agree that, as an essential basis of the bargain, (i) the consideration from You under this Agreement covers only the limited rights expressly granted to You in Section 2.1 and that any other licenses or rights would require a separate license and additional consideration, and (ii) nothing in this Agreement requires or will be treated to require CMMC to grant any a separate license. You also acknowledge that there are substantial uses of the Software in its original, unmodified, and uncombined form.

2.2 **Restrictions.**
(A) All rights, title and interest in and to the Software are and will remain the exclusive property of CMMC. Unless expressly permitted under Section 2.1, You will not, and will not allow any third party to:

(1) use, copy or distribute the Software;

(2) modify, adapt, enhance, disassemble, decompile, reverse engineer, change or create Derivative Works from the Software; or

(3) use the Software to process the data of, or make the Software available online for the use of, third parties.

(B) No right or license is granted or implied under any of CMMC’s copyrights, patents, trademarks, trade secrets, trade names, service marks or other intellectual property rights to use the Software or to license or authorize others to use the Software beyond the rights expressly set forth in this Agreement.

(C) Except as expressly permitted under Section 2.1, You will not allow the Software to be accessed or used by third parties. Notwithstanding the foregoing, Your authorized consultants and subcontractors may access the Software where the access is incidental to their performing services on Your behalf consistent with the license granted to You under this Agreement, provided You bind those consultants and subcontractors to the confidentiality and other obligations imposed on You under this Agreement and You are fully liable to CMMC for the actions and inaction of those consultants and subcontractors.

(D) You must not disclose, distribute or make use of any Confidential information, except as expressly authorized by CMMC. Any breach by You of the confidentiality obligations provided for in this section will cause irreparable injury to CMMC for which money damages may be inadequate to compensate CMMC for losses arising from such a breach. CMMC may obtain equitable relief, including injunctive relief, if You breach or threaten to breach Your confidentiality obligations.

2.3 Copies. In addition to the number of copies permissible under Section 2.1(A)(1), You may make a reasonable number of copies of the Software for archival purposes or for use as a back-up when the Software is not operational. You must copy all copyright legends, trademarks, trade names and other legends and identification when You copy the Software. You will maintain records of the number of copies currently in Your possession or control, and will provide copies of those records to CMMC upon request.

2.4 Open Source Software. If the Software includes Open Source Software, that Open Source Software is licensed under the applicable Open Source Software license agreement identified in a manner consistent with the requirements of such Open Source Software license agreement. With respect to the Open Source Software,
nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of the applicable Open Source Software license agreement. You will not subject the Software, in whole or in part, to any license obligations associated with Open Source Software, including combining the Software with Open Source Software in a manner that subjects CMMC, or any portion of the Software, to any license obligations of the Open Source Software.

3. FEES; ROYALTIES; TAXES

The license is granted under this Agreement for no fee or royalty. Each party is responsible for its own tax liability arising out of this Agreement.

4. TERM; TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and continue until terminated in accordance with this Section 4.

4.2 Termination. CMMC may terminate this Agreement:

- if You materially breach any other provision of this Agreement, and You fail to correct the breach within 30 days of Your receipt of written notice of that breach or, if the breach is incapable of cure within 30 days, You fail to take substantial steps toward a cure within that period;

- immediately, if You breach any provision of Sections 2 or 7; or

- immediately, if You become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for You or for a substantial part of Your assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against You.

4.3 Effect of Termination.

(A) Expiration or termination of this Agreement will terminate Your license rights under this Agreement.

(B) Within 30 days after expiration or termination of this Agreement, You will furnish CMMC a written certification that You have either returned to CMMC or destroyed the original and all copies, including partial copies, of the Software that CMMC furnished under this Agreement or that You made as permitted by this
Agreement, and that no copies or portions of the Software remain in Your possession or in the possession of Your employees or agents.

(C) Sections 2.1(C), 2.2, 2.3, 3, 4.3, 5, 6, 7, 8, 9 and 10 will survive expiration or termination of this Agreement.

5. FEEDBACK

5.1 To the extent You provide CMMC with Feedback, You grant to CMMC and CMMC accepts, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, under Your intellectual property rights to the Feedback to publish, and disclose such Feedback, and to display, perform, copy, make, have made, import, use, sell, and otherwise dispose of Feedback as provided by You to CMMC.

6. SUPPORT

6.1 Services. CMMC has no obligation to maintain or support the Software. Under no circumstances will CMMC have any obligation to Your customers with respect to maintenance or support of the Software.

6.2 Additional Services. CMMC has no obligation to perform any maintenance, support, or other services not specifically provided for in this Agreement; any maintenance or other services by CMMC will be under a separate agreement, in writing.

7. NO PUBLICITY

7.1 No Publicity. You may not use CMMC’s name, or the names of any CMMC’s employees, in any publication, advertisement or other announcement, without CMMC’s prior written consent in each instance.

8. REPRESENTATIONS & WARRANTIES

If You are an agent or employee of a legal entity, You represent and warrant that You have the legal authority to bind that legal entity to this Agreement.
CMMC makes no warranties to You with respect to the Software or any Support, service, advice, or assistance furnished to You, whether written, oral, implied or statutory, including warranties of merchantability or fitness for a particular purpose, non-infringement, or arising from course of dealing or usage in trade.

9. LIMITATION OF LIABILITY

(A) CMMC’s cumulative liability to You for all claims of any kind resulting from CMMC’s performance or breach of this Agreement or the Software furnished under this Agreement will not exceed $1,000, regardless of whether CMMC has been advised of the possibility of those damages or whether any remedy set forth in this Agreement fails of its essential purpose or otherwise. This limitation of liability is cumulative and not per incident; the existence of more than one claim will not increase the limit.

(B) CMMC will not be liable for costs of procurement of substitutes, loss of profits, loss of use, interruption of business, or for any other special, consequential, punitive or incidental damages, however caused, whether for breach of warranty, contract, tort, negligence, strict liability or otherwise, irrespective of whether CMMC has advance notice of the possibility of such damages. The limitation of liability set forth in this Section 10 is a fundamental basis of this Agreement; and each Party understands and agrees that the other would not have entered into this Agreement without the limitation of liability.

10. GENERAL PROVISIONS

10.1 Audit Rights. Upon reasonable advance notice, CMMC will have the right to inspect, or have an independent auditor inspect, Your facilities and records during normal business hours to verify Your compliance with the terms and conditions of this Agreement. If an inspection discloses that You are not compliant with these terms, CMMC may exercise any or all rights and remedies provided under this Agreement or by law including, but not limited to, the right to recover the cost of the audit.

10.2 Export. The Software and all related technical information or materials are subject to export controls and (are or may be) licensable under U.S. Government export regulations. You will not export, re-export, divert, transfer or disclose, directly or indirectly, the Software and any related technical information or materials without complying strictly with all legal requirements including, without limitation, obtaining the prior approval of the U.S. Department of Commerce and, if necessary, other agencies or departments of the U.S. Government. You will execute and deliver to CMMC “Letters of Assurance” as may be required under applicable export regulations. You will
indemnify CMMC against any loss related to Your failure to conform to these requirements.

10.3 **No Sublicensing, Assignment or Transfer.**

(A) You may not delegate, assign or transfer this Agreement, or any of Your rights and obligations under this Agreement, and any attempt to do so will be void. In addition, You may not sublicense, assign or transfer any Software or any part of the Software, or any right in this Agreement to any third party temporarily (such as loaning, rental, licensing or timeshare) or permanently, except as expressly permitted under Section 2.1 or 2.2, without the prior written consent of CMMC in each instance, which consent CMMC may withhold in its sole discretion. Any attempted sublicense, assignment or transfer that is not expressly permitted under Section 2 without CMMC’s written consent will be void.

(B) You agree that this Agreement binds You and each of Your affiliates and the employees, agents, representatives and persons associated with any of them. Without limitation of the foregoing, if there is a sale of substantially all of Your assets, a merger, a reorganization, or a change in control of 50% or more of Your equity, no transfer or assignment (including, without limitation, an assignment by operation of law) of this Agreement may be made without the prior written consent of CMMC.

10.4 **U.S. Government Contract Provisions.** This Agreement is for Your temporary license of Software. No Government procurement regulation or contract clauses or provision will be considered a part of any transaction between the Parties under this Agreement unless its inclusion is required by statute, or mutually agreed upon in writing by the Parties in connection with a specific transaction. The technical data and computer software covered by this license is a “Commercial Item,” as that term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is “commercial computer software” and “commercial computer software documentation” as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users under the terms and conditions in this Agreement. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this Software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer Software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer Software licenses granted in this Agreement. The U.S.
Government will only have the right to reproduce, distribute, perform, display, and prepare Derivative Works as needed to implement those rights.

10.5 **Force Majeure.** Except for Your obligations under Section 3, neither Party will be liable to the other Party for delay in performing its obligations, or failure to perform any obligations, under this Agreement, if the delay or failure results from circumstances beyond the control of that Party including, but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict, terrorist act or civil commotion. If there is a delay, the time for performance will be extended by the amount of time lost by reason of the delay; provided, however, should an event of force majeure described in this Section delay either Party’s performance in any material respect for a period of more than 90 days, then the other Party will have the option, upon giving written notice, to terminate this Agreement or the relevant portion of this Agreement affected by the delay.

10.6 **Waiver and Severability.** If either Party fails to enforce at any time any of the provisions of this Agreement, or to exercise any election of options provided in this Agreement, that failure will not constitute a waiver of that provision or option, or affect the validity of this Agreement or any part of this Agreement, or the right of the waiving Party to enforce subsequently each and every provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.

10.7 **Governing Law; Jurisdiction.**

(A) The procedural and substantive laws of the State of Washington, U.S.A., without regard to its conflicts of laws principles, will govern this Agreement. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.

(B) The state and federal courts located in the State of Washington will have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement including, without limitation, matters connected with its performance. Each Party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.

10.8 **Entire Agreement.** This Agreement contains the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties relating to
the subject matter of this Agreement. Only a written instrument duly executed by authorized representatives of CMMC and You may modify this Agreement.

■ DOCUMENT END