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EXHIBIT C

Limited Use Label License: Research-Grade Licensed Product and GMP-Grade Licensed Product

This Limited Use Label License (“LULL”) applies to all research-grade product (the “Research-Grade Licensed Product”) and/or GMP-grade product (the “GMP-Grade Licensed Product”) sold to you by Aldevron under license from Inscripta, Inc. (“Inscripta”). By purchasing or using any Research-Grade Licensed Product or GMP-Grade Licensed Product (each, a “Licensed Product”), you hereby agree to use the Licensed Products solely in accordance with the terms and conditions of this LULL.

Notwithstanding the foregoing, in the event of a conflict between the terms of this LULL and the terms of any pre-existing agreement entered into between Inscripta and you prior to the effective date of this LULL regarding your access to and use of the Licensed Product (i.e., the scope of your license to use the Licensed Product) (a “Pre-Existing Agreement”), the terms of the Pre-Existing Agreement shall prevail. In addition, in the event of a conflict between the terms of this LULL and the terms of any subsequent agreement entered into between Inscripta and you after the effective date of this LULL regarding your access to and use of the Licensed Product (a “Future Agreement”), the terms of the Future Agreement shall prevail.

BEFORE PLACING AN ORDER OR USING ANY LICENSED PRODUCTS, PLEASE READ THE TERMS AND CONDITIONS SET FORTH IN THIS LULL. YOUR PURCHASE OR YOUR USE OF THE LICENSED PRODUCTS SHALL CONSTITUTE YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE IN RESPECT OF (i) RESEARCH-GRADE LICENSED PRODUCT AS OF THE FIRST DATE ON WHICH YOU PURCHASE OR USE RESEARCH-GRADE LICENSED PRODUCT, AND (ii) GMP-GRADE LICENSED PRODUCT AS OF THE FIRST DATE ON WHICH YOU PURCHASE OR USE GMP-GRADE LICENSED PRODUCT.

1. Subject to the terms and conditions of this LULL:
 - a. The purchase of Research-Grade Licensed Products from Aldevron provides you with a limited, non-exclusive, non-transferable, non-sublicensable right to use such Research-Grade Licensed Products, and any Enabled Products created through the use of such Research-Grade Licensed Products, solely for Research Use; and
 - b. The purchase of GMP-Grade Licensed Product from Aldevron provides you with a limited, non-exclusive, non-transferable, non-sublicensable right to use such GMP-Grade Licensed Products, and any Enabled Products created through the use of such GMP-Grade Licensed Products, solely for Research Use and Development Use.
2. You may not, under any circumstances:
 - a. Use any Research-Grade Licensed Products or Enabled Products created through the use of such Research-Grade Licensed Products for Development Use; or
 - b. Use any Licensed Product or Enabled Products for any Excluded Uses.
3. If you are interested in obtaining the right to use the Licensed Product or Enabled Products for any Commercial Use or development activities not expressly permitted under this LULL, or if you have questions regarding the same, please contact Inscripta at legal@inscripta.com.

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4. You may use only the amount of the Licensed Products purchased from Aldevron, and you may not manufacture any further quantities of Licensed Products, whether for internal or other use.
5. You may not sell or otherwise transfer any Licensed Products or Enabled Products (including any materials that contain a Licensed Product or an Enabled Product, in whole or part) to any other person or entity, or use any Licensed Products or Enabled Products to perform services for the benefit of any other person or entity; *provided, however*, that (a) the Licensed Products and/or Enabled Products (including any materials that contain a Licensed Product or Enabled Product, in whole or part) may be transferred by you to a service provider to perform services consistent with this LULL solely on your behalf and (b) solely in the case of academic and non-profit institutions, Enabled Products (including any materials that contain an Enabled Product, in whole or in part) may be transferred to a research collaborator without the payment of any remuneration for such transfer; and, provided further, that in each case (a) and (b) above, such transferee (a “Permitted Transferee”) has agreed in writing to use such transferred materials only for such permitted purpose and in compliance with this LULL and to not further transfer any Licensed Product or Enabled Product to any third party.
6. You will, and will cause your Permitted Transferees to, use the Licensed Products and Enabled Products in compliance, at all times, with all applicable laws, rules and regulations, including but not limited to applicable human health and animal welfare laws and regulations.
7. Except for the limited rights expressly granted under this LULL with respect to each of Research-Grade Licensed Product and GMP-Grade Licensed Product, as applicable, no other rights are transferred or granted to you. The Licensed Product and its use are the subject of one or more Patent Rights owned by Inscripta and the purchase of the Licensed Product does not convey a license to you under any claims in the foregoing Patent Rights directed to the Licensed Product or the use, development or commercialization thereof, except as expressly set forth in this LULL.
8. You will indemnify, defend and hold harmless each of Inscripta and Aldevron, their respective affiliates, and their respective directors, officers, employees, agents, successors and assigns from and against any liability, damage, loss or expense (including reasonable attorneys’ fees and expenses) arising out of or related to the exercise of any rights granted to you under this LULL or any breach of this LULL by you or your Permitted Transferees; *provided*, that to the extent the foregoing is not permitted by law, you agree that you, and not Aldevron or Inscripta, shall be responsible for any liability, damage, loss or expense arising out of or related to the exercise of any rights granted to you under this LULL or any breach of this LULL by you or your Permitted Transferees.
9. THE LICENSED PRODUCT IS SUPPLIED "AS IS". NEITHER ALDEVRON NOR INSCRIPTA PROVIDE ANY WARRANTIES OF ANY KIND TO YOU, WHETHER STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE LICENSED PRODUCTS, ENABLED PRODUCTS OR PATENT RIGHTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR THE ABSENCE OF LATENT OR OTHER DEFECTS, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. IN ADDITION, ALDEVRON AND INSCRIPTA EACH HEREBY EXPRESSLY DISCLAIM ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE LICENSED PRODUCTS OR ENABLED PRODUCTS, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS.

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10. ALDEVRON, INSCRIPTA, AND THEIR RESPECTIVE AFFILIATES SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF USE, ARISING OUT OF OR IN CONNECTION WITH THIS LULL OR YOUR USE OF THE LICENSED PRODUCTS OR ENABLED PRODUCTS, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER LEGAL THEORY, AND WHETHER OR NOT ALDEVRON, INSCRIPTA, OR THEIR RESPECTIVE AFFILIATES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
11. This LULL and your right to use the Licensed Products and Enabled Products hereunder shall terminate immediately if you or your Permitted Transferees fail to comply with the terms and conditions of this LULL.
12. If Aldevron's license with Inscripta for the Licensed Products is terminated, and, at the time such license is terminated you are in compliance with the terms and conditions of this LULL, then Inscripta shall automatically become the direct licensor of the Licensed Products in substitution of Aldevron under this LULL.
13. Upon any termination of this LULL, you shall, and shall cause all of your Permitted Transferees to, destroy all Licensed Products, all Enabled Products, and all components and derivatives thereof in your (or your Permitted Transferees') custody or control, and you shall immediately notify Aldevron and Inscripta of such destruction in writing.
14. Inscripta is a third party beneficiary of this LULL, is entitled to the rights and benefits of Aldevron hereunder, and may enforce the provisions of this LULL against you directly as if it were a party hereto. In addition, you consent to Aldevron's disclosure of your name and purchase of the Licensed Product to Inscripta for purposes of monitoring compliance with the terms and conditions of this LULL.

The following definitions apply to this LULL:

“Commercial Use” means (a) the offer for sale, sale, resale, transfer or distribution of all or any part of the Licensed Product or Enabled Products (whether or not limited for use in research), other than to a Permitted Transferee, (b) the use of the Licensed Product or Enabled Products for manufacturing or production purposes, (c) the use of the Licensed Product or Enabled Products for commercialization purposes (including, by way of non-limiting example, the filing of an application for regulatory approval, any activities necessary to maintain a regulatory approval, the seeking of any pricing approval or any other use of the Licensed Product or Enabled Products in the commercialization of any commercial human, microbial, mammalian, veterinary or agricultural application), (d) the performance or provision of any processes or services for any Person, or (e) any other use, disposition or Exploitation of the Licensed Product or Enabled Products for monetary or other consideration.

“Development Use” means the use of the GMP-Grade Licensed Product or Enabled Products in clinical activities for the development of therapeutic, prophylactic or diagnostic applications for human or veterinary uses that are necessary to seek any regulatory approval of a therapeutic, prophylactic or diagnostic application (excluding, for clarity, the filing of an application for

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regulatory approval or other approvals required for Commercial Use). By way of non-limiting example, Development Use includes clinical studies, efficacy studies, formulation development and optimization, and regulatory affairs and manufacturing activities in support of the foregoing. Development Use expressly excludes Research Use and the Excluded Uses (including without limitation all Commercial Use).

“Enabled Products” means (a) any Progeny, Modifications and Unmodified Derivatives, (b) any modified biological materials, cells or organisms created by you or the Permitted Transferees through the use of the Licensed Product or any Progeny, Modifications and Unmodified Derivatives, and (c) any molecules generated by you or the Permitted Transferees through the use of any of the modified biological materials, cells or organisms in the foregoing clause (b). For purposes of this LULL, “Progeny, Modifications and Unmodified Derivatives” means any unmodified descendant form of the Licensed Product created by you or the Permitted Transferees, any modifications of the Licensed Product generated by you or the Permitted Transferees, and any substances created by you or the Permitted Transferees which constitute an unmodified functional subunit of the Licensed Product or product expressed by the Licensed Product.

“Excluded Uses” means (a) any Commercial Use, (b) any human germline modification, including without limitation modifying the DNA of human embryos, or (c) any use in a manner that is prohibited by applicable laws, rules and regulations.

“Patent Rights” means (a) any patents and patent applications listed on Appendix A hereto, (b) any substitutions, divisions, continuations, reissues, renewals, re-examinations or extensions thereof, and (c) any foreign or international equivalents of any of the foregoing.

“Research Use” means (a) use of the Research-Grade Licensed Product or Enabled Products in internal research for all applications, and (b) the use of the Research-Grade Licensed Product or Enabled Products in pre-clinical activities for the development of therapeutic, prophylactic or diagnostic applications for human or veterinary uses (e.g., toxicology and tolerability, biodistribution and translational studies) as necessary to advance such therapeutic, prophylactic or diagnostic applications through the pre-clinical development process but expressly excluding any use in humans or animals. Research Use expressly excludes Development Use and the Excluded Uses (including without limitation all Commercial Use). For the avoidance of doubt, beyond internal research under subsection (a), Research Use does not include the right to use a Licensed Product or any Enabled Products for any activities other than those activities expressly permitted under subsection (b) above.

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Appendix A
Patent Rights

Application No.	Title	Patent No.
15/632,001	NUCLEIC ACID-GUIDED NUCLEASES	9,982,279
15/896,444	NUCLEIC ACID-GUIDED NUCLEASES	10,337,028
16/421,783	NUCLEIC ACID-GUIDED NUCLEASES	
17/588,256	NUCLEIC ACID-GUIDED NUCLEASES	
2018289077	NUCLEIC ACID-GUIDED NUCLEASES	
3.067 951	NUCLEIC ACID-GUIDED NUCLEASES	
2018800547325	NUCLEIC ACID-GUIDED NUCLEASES	
EP18821213	NUCLEIC ACID-GUIDED NUCLEASES	
62020008217.5	NUCLEIC ACID-GUIDED NUCLEASES	
271342	NUCLEIC ACID-GUIDED NUCLEASES	
2019-571011	NUCLEIC ACID-GUIDED NUCLEASES	
10-2020-7002319	NUCLEIC ACID-GUIDED NUCLEASES	
Mx/a/2019/015047	NUCLEIC ACID-GUIDED NUCLEASES	
760730	NUCLEIC ACID-GUIDED NUCLEASES	
2020102451	NUCLEIC ACID- GUIDED NUCLEASES	
211678800.0	NUCLEIC ACID- GUIDED NUCLEASES	