Addendum to ATCC® MTA for TERT Products supplied to the NCI PBCF CONTRACT

Noncommercial and Academic Organizations

This Research Use License (the "Use License") sets forth terms and conditions that are in addition to those set forth in the ATCC MTA and apply to the distribution and use of Biological Material that contain, incorporate or are based upon proprietary technology of Geron Corporation ("Geron"), including, without limitation, cell line(s) immortalized through the use of human or murine telomerase reverse transcriptase ("TERT") to non-commercial and academic organizations (the "Recipient Organization'). By accepting the Biological Material, Recipient specifically acknowledges and agrees to the following terms and conditions. If the Recipient Organization has previously executed a blanket ATCC MTA, this Addendum is incorporated into and made a part of that MTA. For all others, this Addendum is incorporated into and made a part of the MTA posted on the ATCC website on the date of the last signature below.

TERMS AND CONDITIONS:

1. The ATCC MTA and this Use License are made by and between the American Type Culture Collection (ATCC) and the not-for-profit or academic Recipient Organization identified on the signature lines below. The Investigator must acknowledge, by signing below, that the Investigator has read and understands this Agreement. The signatories to this Agreement must correspond to the Recipient Organization and Investigator identified on the ATCC Order Form. Collectively, the Recipient Organization and Investigator are referred to herein as "Recipient".

2. "Tangible Property" means Biological Material (as defined by the ATCC MTA), that are compositions of matter covered by a valid claim in a patent within the patents set forth below, (including, without limitation, TERT and the TERT gene in any form and from any source), materials that contain or incorporate TERT or the TERT gene in any form and from any source (including, without limitation, cells or cell lines immortalized with TERT), or any fragment or portion thereof or progeny of any of the foregoing derived directly or indirectly therefrom.

3. ATCC is providing Recipient with the Biological Material pursuant to a license agreement by and between ATCC and Geron dated May 10, 2004. Geron is an express third party beneficiary of this Agreement.

4. Upon approval of Recipient's order by ATCC, the ATCC MTA and this Use License shall come into effect. This Use License shall remain in effect for a period of one (1) year from the date of the last signature below. Thereafter, the ATCC MTA and this Use License shall be renewable for periods of one (1) year, subject to payment by Recipient Organization of renewal fee(s) equal to the amount of the order fee (which may be adjusted for inflation by the ATCC upon written notice to Recipient) set forth below. Such renewal fee(s) shall be paid at least ten (10) business days prior to the expiration date of the current period of the ATCC MTA and this Use License. If Recipient fails to notify ATCC of its intent to renew the ATCC MTA and this Use License, or fails to pay the renewal fee, or both, the ATCC MTA and this Use License, and all rights to use the Tangible Property herein, shall expire.

5. In consideration for Recipient's order, upon placing the order Recipient Organization will pay to ATCC an order fee in the amount indicated in the ATCC catalog for each TERT-containing Biological Material requested. Prior to the expiration or termination of this Use License, and subject to

Recipient's compliance with the terms and conditions hereof, the Recipient Organization may at its sole discretion, renew the Use License subject to Item 4 above.

6. Contingent upon approval of Recipient's order and shipment of the Biological Material, ATCC grants Recipient a **NON-EXCLUSIVE LICENSE TO USE THE TANGIBLE PROPERTY SOLELY FOR INTERNAL SCIENTIFIC RESEARCH** (the "Field of Use"). The Field of Use expressly excludes the use of Tangible Property:
    a. in a product for therapeutic or diagnostic use;
    b. in human clinical research;
    c. in the manufacture of a product intended for sale or of a component or intermediate of such a product; or
    d. in the discovery, research, development, manufacture or sale of a product that:
        i acts by detecting or measuring telomere length, telomerase activity, telomerase RNA, or TERT mRNA or protein.
        ii acts through a response to the presence or absence of: (1) telomerase RNA, the gene encoding telomerase RNA or its promoter sequence; (2) the telomerase catalytic protein, the gene or mRNA encoding the telomerase catalytic protein, or its promoter sequence. This includes, without limitation, a product that triggers an immune response to telomerase or any component thereof, or targets cells for a cytotoxic effect through the expression of a gene controlled by a telomerase promoter.
        iii acts by modulating telomerase activity or telomere length (including, without limitation, inhibiting or activating telomerase); or
        iv uses isolated human stem cells or cells derived therefrom for therapeutic purposes.

7. Recipient acknowledges that any use of the Tangible Property outside of the Field of Use requires a separate license from Geron under the United States and foreign patents and patent applications listed herein; all continuing applications thereof, including divisionals, substitutions, and continuations-in-part, any patent issuing on any of the foregoing applications, including reissues, reexaminations and extensions, and all foreign applications and patents corresponding to any of the foregoing:.

U.S. Patent/Patent Appl. nos.: 6,261,836; 6,337,200; 09/438,486; 09/432,503; 10/054,295; 08/974,584; 09/721,477; 09/721,506; 10/044,539	European Patent/Patent Appl. nos.: EP 0841396; 03075454.3; 979107985.1
UK Patent No. 2317891	Switzerland Patent No. 689672
Hong Kong Patent Appl. No. 01107160.8	Korea Patent Appl. No.: 1019997002838
Canada Patent Appl. No. 2267644	Singapore Patent Appl. No. 64216
China Patent Appl. No. 97180256.4	Brazil Patent Appl. No. P19712254-8
Israel Patent Appl. No. 129103	Norway Patent Appl. No. 19991588
Australia Patent no. 48073/97	New Zealand Patent no. 334709
Japan Patent Appl. Nos. 9-286182; 10-320169; 2000-227474; 10-516909.	

8. No commercial use of the Tangible Property is permitted hereunder. The performance of research by Recipient for, on behalf of, or in collaboration with, a commercial company that does not have a separate written agreement with ATCC and Geron requires a license from ATCC. Any licensing of Modifications (as defined by the ATCC MTA) requires additional rights from ATCC.

9. The Tangible Property may not be transferred by Recipient to any third parties. Recipient Organization agrees that any investigator other than the Investigator utilizing the Tangible Property within Recipient Organization will be required to obtain a separate Use License. A signed copy of this Use License will be promptly provided to ATCC for each investigator within Recipient Organization who utilizes the Tangible Property.

10. Recipient will use the Tangible Property in compliance with all applicable laws, governmental regulations and guidelines, including current applicable National Institutes of Health guidelines and any other regulations or guidelines pertaining to research that may be applicable to the Tangible Property.

11. Recipient is encouraged to make available Modifications for deposit into the ATCC Immortalization Collection, to enable distribution of such Modifications to third parties for research purposes under the same terms and conditions of the ATCC MTA and this Use License, as such may be amended or modified by ATCC Promptly after creation of any Modifications, Investigator is encouraged to contact ATCC to discuss the deposit of such Modifications with ATCC, under the terms and conditions of a separate deposit agreement. ATCC shall only accept into the repository Modifications that fulfill ATCC's standard requirements for authentication and quality control, including but not limited to: purity of cultures; post-freeze recovery and viability; absence of mycoplasma, bacterial or fungal contamination; as applicable, correct (i) clone identification by restriction enzyme digest, (ii) sequence, (iii) genus and/or (iv) species. Recipient's distribution of Modifications, whether or not accepted into the ATCC repository, shall require licenses from ATCC and Geron, which ATCC and Geron shall be under no obligation to provide.

12. The Tangible Property is experimental in nature and will be used with prudence and appropriate caution, since not all of characteristics of the Tangible Property are known. THE BIOLOGICAL MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Neither Geron nor ATCC makes any representation or warranty that the use of the Tangible Property will not infringe any patent or other proprietary right.

13. Unless prohibited by law, Recipient Organization will, at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless GERON, the University of Colorado; University License Equity Holdings, Inc.; the Howard Hughes Medical Institute, and each of their directors, officers, employees, and agents, ATCC and ATCC's trustees, directors, officers, employees, agents, students, investigators and affiliates (collectively "ATCC Indemnified Parties"), from and against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, resulting from Recipient Organization's use, handling, storage, or disposition of the Tangible Property. In no event will Geron or ATCC be liable for any use of the Tangible Property by Investigator, or laboratory personnel under Investigator's control, or by Recipient Organization, or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with the ATCC MTA or this Use License or with the use, handling, storage, or disposition of the Tangible Property.

    If Recipient Organization is an agency of the U.S. Federal Government, no indemnification for any loss, claim, damage, or liability is intended or provided by any party under this agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of its own gross negligence or willful misconduct during said parties activities under this agreement, except that Recipient Organization, as an agency of the United States, assumes liability only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Ch. 171).

14. ATCC will be entitled to terminate this Agreement in the event of breach by Recipient by providing thirty (30) days prior written notice to Recipient.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT ORGANIZATION AND INVESTIGATOR ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE ATCC MTA AND THIS USE LICENSE AND AGREE TO THE TERMS AND CONDITIONS THEREOF, AS EVIDENCED BY THEIR SIGNATURES BELOW AND ACCEPTANCE OF THE BIOLOGICAL MATERIAL ORDERED.

RECIPIENT ORGANIZATION:	READ AND UNDERSTOOD BY:
By:_____	_____
(signature of authorized representative of RECIPIENT ORGANIZATION)	Investigator's signature
_____	_____
(printed name)	(printed name)
Title:_____	Title:_____
Date:_____	Date:_____