

JULY 17-2023 VERSION FOR REVIEW ONLY
CONTACT INFO@THECMMC.ORG FOR ELECTRONIC SIGNING
CULTIVATED MEAT MODELING CONSORTIUM

MEMBER SUBSCRIPTION AGREEMENT

Introduction

The **Cultivated Meat Modeling Consortium** (“CMMC”) is a Washington State Non-Profit Corporation. CMMC’s mission is to develop and apply computer modeling and simulation to accelerate progress in cultivated meat and cellular agriculture. 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 this Member Subscription Agreement (the “Agreement”). CMMC strives to collaborate with and benefit the overall community, but only Members may participate in CMMC governance and sponsored projects.

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 operates. The ownership structure of intellectual property is determined on a project-by-project basis by participants at project instantiation as CMMC, Jointly, or Member owned. In all cases, the CMMC retains certain licensing and sublicensing rights to use and extend what is created. 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.

Non-members that sign a separate Community Agreement (“Community Members”) may participate via an on-line social platform but receive none of the other Member Subscriber benefits and privileges listed below. Further, Community Members who are non-Members are not subject to the terms of the GGP, CP, and IPP.

Member Subscription Agreement

By becoming a member subscriber of CMMC (“Member” or “you”), you and CMMC 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”). Each Member, and CMMC, are sometimes referred to herein as a “party,” and collectively as the “parties.”

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, fund, and participate in projects.
- c. Collaborate and network via an on-line social platform.
- d. View CMMC corporate presentation materials, reports and plans.

- e. Be selected for paid CMMC administrative or project roles.
- 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. 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

Membership Category	Contribution	Benefits
Project Member	Advancement of the community in the form of project definition and/or participation, marketing, administrative labor, governance, domain expertise, articles, proposal reviews, IT support, monetary donations or any of a number of roles defined by the Governance Group from time to time.	Benefits to Members listed above in 1.
Portfolio Member	In addition to the contribution of a Project Member, an annual subscription fee fixed as determined at the initial date of subscription, currently \$250,000.	Benefits to Members listed above in 1 plus commercial use of all CMMC Project IP at no additional cost.
Legacy Member Biocellion SPC Merck, KGaA (Closed to new members)	In addition to the contribution of a Project Member, an annual subscription fee beginning in 2024 of .05% of Member’s prior year’s revenue, capped at \$100,000.	Same as Portfolio Member.

Your membership subscription category is 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. As used herein, the terms “CMMC Project” and “Project” shall have the meaning as defined in the Intellectual Property Policy in Appendix A.

a. Member agrees to pursue inception, funding, and execution of Projects that advance CMMC's mission.

b. Member agrees 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. Member agrees 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 and intellectual property terms substantially the same as those in this Agreement.

d. For the removal of any doubt, CMMC acknowledges and agrees that nothing in this Agreement shall be deemed or construed as (1) an obligation of Member to participate in any Project and/or (2) 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 or activities that may be of interest to CMMC.

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 due to non-payment. Portfolio and Legacy Membership will terminate on non-payment of fees with automatic downgrading to Project Membership. CMMC will notify such Members in writing that Project Membership will continue in perpetuity until terminated as provided herein unless payment is received within 90 days after notification. In the case of timely payment following notification Member's Membership will be upgraded to Member's prior Membership Category.

c. Termination by Member. You may terminate your Membership by providing written notice to CMMC at least 30 days prior to termination.

d. 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. 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, contact 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.

10. 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 provide or communicate with other Members or CMMC regarding their business information including their current or future prices, pricing policy, sales volumes or terms, production levels, or any other business information that relates to the marketplace. The parties agree that the sole remedy of any breach of Members' obligations specified in this section 10 shall be the termination of this Agreement by CMMC and CMMC shall not be entitled to any other remedy.

11. Non-Defamation. Each party agrees to refrain from making any statements or comments of a defamatory 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.

12. Reservation of Rights. CMMC represents and warrants 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 12 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's obligations specified in this section 12 shall be the termination of this Agreement by Member. CMMC agrees 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 shall provide power of attorney and authorization to Member to take any measures in its sole and absolute discretion.

13. 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. Neither CMMC nor any Member shall knowingly transfer any matters to another Member that are (a) controlled under the U.S. International Traffic in Arms Regulations or (b) have an Export Control Classification Number (“ECCN”) other than EAR99 under the U.S. Export Administration Regulations. If any matters to be disclosed hereunder have an ECCN other than EAR99, the disclosing Member shall first provide the ECCN to recipient Member in writing. If the recipient Member expressly agrees to accept such matters, the recipient Member shall comply with all applicable export control 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. Any suit, action or proceeding arising out of this Agreement is referred to as an "Action." Any party that initiates an Action against another party is referred to as the "Claimant" and the party against which the Action is brought is referred to as the "Respondent." Each party hereby agrees that if it is a Claimant in an Action, such Action shall be commenced in the jurisdiction of the location of the principal address of the Respondent, and such Claimant hereby consents and submits to the jurisdiction of the state and federal courts of Respondent's jurisdiction. 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]

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MEMBERSHIP SUBSCRIPTION AGREEMENT SIGNATURE PAGE

Check selection(s):	MEMBERSHIP SUBSCRIPTION CATEGORY
<input type="checkbox"/>	Project Member – No fee is due. <input type="checkbox"/> Please send invoice for a gift of \$ _____ to (email) _____
<input type="checkbox"/>	Portfolio Member Annual Subscription Fee is \$250,000. Fee is due within forty-five (45) days of Subscription Date and of each anniversary of Subscription Date thereafter. Send invoice for \$250,000 to (email) _____
<input type="checkbox"/>	Legacy Member Send request for fee requisition to (email) _____

Member and CMMC have each read and agree to be bound by the terms of the Cultivated Meat Modeling Consortium Member Subscription Agreement. I 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 I am a party. 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.

		MEMBER	CMMC
<input type="checkbox"/>	Organization (Fill in MEMBER)		Cultivated Meat Modeling Consortium
<input type="checkbox"/>	Individual (Leave MEMBER Blank)		
Name:			
Organizational Position Title:			
By:			
Date:			
Address:			
Phone:			
Email:			

APPENDIX A

INTELLECTUAL PROPERTY POLICY

1. INTRODUCTION

This intellectual property policy (“IPP”) sets forth the general technology and intellectual property principles under which the Cultivated Meat Modeling Consortium (“CMMC”) will operate. Each Member, “Member” defined in a separate Member Subscription Agreement (“Agreement”), is required under the terms of the Agreement to abide by this IPP. CMMC may amend the IPP from time to time. In the event of an amendment to the IPP, CMMC will provide instructions to Members for transition to the new IPP; provided, however, that no amendment to this IPP will be effective less than thirty (30) calendar days from the date that written notice of such amendment is received by 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 that (1) is funded by or through CMMC or (2) is initiated, planned, designed, or executed during meetings, discussions, networking events, or other engagement venues such as shared documents, that are facilitated or hosted by CMMC; provided, however, every Project shall be memorialized in a written document naming all Member participants (“Participants”), describing Project scope, defining allocation of IP-ownership (see Section 3), and facilitating Participants’ receipt of funding, if any. No Member shall be named as a Participant without first obtaining that Member’s consent. To be clear, every Participant must be a Member.

b. As used herein, the term “Intellectual Property” or “IP” means the legal rights relating to patents, copyrights, trademarks, trade secrets and any other legally protectable information including 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 entit(y/ies) or person(s) working on behalf of any Member(s) or on behalf of CMMC, independently or jointly, while participating in a CMMC Project. Examples of Project IP include software and technical reports.

d. “Background Intellectual Property” (“Background IP”) means any Intellectual Property that a Member developed, conceived, owned, licensed or controlled as of the Effective Date of the Agreement, or Intellectual Property that a Member develops, conceives, acquires, licenses or gains control of separate and apart from any Project or the performance of this Agreement.

e. “Academic Use” means use for academic or educational activities, or non-profit research, including non-profit research that is funded by any government agency grant. This explicitly excludes use contracted for a fee, or use in collaboration with a third party (other than a government agency) that is funding the research in whole or in part in exchange for commercial rights in the results and/or excessive delay in publication of any relevant results to the academic community, or which is licensed to a third party for a fee.

f. “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 manufacturing or provisions of goods or 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 a fee 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.

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

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

3. OWNERSHIP OF INTELLECTUAL PROPERTY

a. At the time a Project is memorialized (see 2.a above) Participants and CMMC will decide how ownership of that Project’s Project IP will be allocated. Participants and CMMC may allocate Project IP as “CMMC-owned Project IP” or “Jointly-owned Project IP” or “Member-owned Project IP”.

i. CMMC-owned Project IP. For Member-funded Projects where the Participants decide on a “CMMC-owned Project IP” ownership model, Member agrees that CMMC owns and retains all Project IP for that Project, including any improvements, modifications, and enhancements to any Project 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.

ii. Jointly-owned Project IP. For Member-funded Projects where the Participants decide on a “Jointly-owned Project IP” ownership model, Members agree that each Participant jointly owns all rights in any Project IP developed by that Participant with CMMC, subject to the terms and provisions of this Agreement. Each owner of Jointly-owned Project IP shall have the non-exclusive right to exploit all rights in the Jointly-owned Project IP, as it deems appropriate without the consent of or any obligation to any other joint owner of the Jointly-owned Project IP, including any duty to account to any other joint owner. Each joint owner of Jointly-owned Project IP hereby gives permission to any other joint owner of Jointly-owned Project IP to grant licenses to the Jointly-owned Project IP, without any duty to account to any other joint owner. A Member’s grant of ownership rights to CMMC in this Section 3.a.ii does not include ownership rights to CMMC to any future IP created by that Member other than future Project IP that a Member may create through participation in a Project. 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 appropriate assignment documents and the filing of applications.

iii. Member-owned Project IP. For Member-funded Projects where the participants decide on a “Member-owned Project IP” ownership model, Members agree that each Participant owns all rights in any Project IP solely developed by that Participant, and that all rights to any Project IP jointly developed by more than one Participant or a Participant and CMMC will be jointly owned, subject to the terms and provisions of this Agreement. Each owner of Jointly-owned Project IP shall have the non-exclusive right to exploit all rights in the Jointly-owned Project IP, as it deems appropriate without the consent of or any obligation to any other joint owner of the Jointly-owned Project IP, including any duty to account to any other joint owner. Each joint owner of Jointly-owned Project IP hereby gives permission to any other joint owner of Jointly-owned Project IP to grant licenses to the Jointly-owned Project IP, without any duty to account to any other joint owner. Each Member hereby grants to CMMC a perpetual, irrevocable sole license to such rights in its solely or jointly-owned Project IP for CMMC’s internal use and as are necessary for CMMC to effect its licensing operations as described in Section 4 below. Member hereby grants to CMMC the exclusive right and final authority to negotiate, execute, grant and administer such licenses of its Project IP as is described in Section 4 below. The foregoing rights granted by Member to CMMC include the right for CMMC or its licensees to make any improvements, modifications, and enhancements to any Project IP; provided, however, that a Member’s grant of rights in this Section 3 do not include rights to any future IP created by that Member other than future Project IP that a Member may create through participation in a Project. 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 appropriate 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 or any other Members. CMMC agrees that Member owns and retains all Background IP, including any improvements, modifications, and enhancements to any Background IP made by that Member. Except for such rights expressly licensed by Member to CMMC in Section 3.a. above, Member retains all rights in its Project IP, including without limitation the right to make any derivative works and any improvements, modifications, and enhancements.

c. Member makes no warranties, express or implied, as to any Project IP licensed to CMMC or any other Member in Section 3.a. above, including, without limitation, any warranties regarding: the performance, condition, or accuracy of the Project IP; the availability of legal protection for inventions, copyrights or any other work product of the Project IP; or the validity or enforceability of any copyrights or any other intellectual property rights. Member makes no warranties of merchantability or fitness for a particular purpose for any Project IP, or that the use of the Project IP will not infringe any patent rights or other intellectual property rights of a third party. All Member’s Project IP and any other Intellectual Property licensed by Member to CMMC or any other Member in Section 3.a. above, or otherwise provided by Member to CMMC, is licensed or provided under this agreement on an “AS IS” basis.

4. LICENSING

CMMC and Member agree that:

a. Academic Use License. Academic Use of Project IP is hereby granted by CMMC and all Members to CMMC and all other Members on a non-exclusive, perpetual, royalty free and fully paid-up basis. Where such Project IP is computer software, this Academic Use license is subject to terms of an accompanying Internal Academic and Educational Use license substantially similar to that in Exhibit D.

b. Commercial Internal Use Licenses. Any Member may license any CMMC-owned 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, CMMC will adjudicate. CMMC may license CMMC-owned Project IP to non-Members at a rate determined by the CMMC Governance Group for non-exclusive Commercial Internal Use.

c. Commercial Use License. CMMC may license CMMC-owned Project IP to Members and non-Members at a rate determined by the CMMC Governance Group for non-exclusive Commercial Use.

d. Portfolio Use License. CMMC licenses to Portfolio Members on a non-exclusive, irrevocable, perpetual, royalty free and fully paid-up basis the right to exercise both Academic Use and Commercial Use of all Project IP, including making improvements, modifications or enhancements.

e. Licensing Revenue. When the CMMC receives Project IP licensing revenue, 10% is set aside to reward current 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 in writing within sixty days of CMMC's receipt of revenue, then the Governance Group shall in good faith make a fair and equitable determination.

f. No Other Rights Implied. 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 other 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 by 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 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 CMMC or its Members.

b. Copyright Notices. CMMC will endeavor to preserve any copyright notice of any Member on any software or materials in a Project. Any document or source code produced by CMMC may include the following copyright notice (in addition to any other notices required by law): "Copyright © Cultivated Meat Modeling Consortium. [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 CMMC. CMMC will take such steps as CMMC 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 only in accordance with the terms of this Section. This IP Policy will not grant CMMC or any other Member 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 and policies, 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. Other than the foregoing website usage, neither CMMC nor any other party shall use another party's name or insignia, or any adaptation of them, or the names of its researchers, in any advertising, promotional or sales literature, including, without limitation, press release and any document(s) employed to obtain funds, without the prior written approval of the relevant party. This restriction shall not apply to (a) annual or other periodical reports prepared by in the normal course of business or (b) any information required by law to be disclosed to any governmental entity. Notwithstanding the foregoing, it is understood and agreed that each party may disclose the existence and nature of a Project and shall have the right to acknowledge CMMC or any Member's financial support of and participation in Project research in scientific publications.

e. Restricted Activities. Except under licensing terms that otherwise grant such rights, 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 Project IP other than such Member's owned Project IP; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for

CMMC Project IP, in whole or in part, except as to such Member's solely owned Project IP and to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer Project 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 Project IP; (e) use Project IP for the purpose of creating a product or service competitive with Project IP; or (f) use Project 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

This confidentiality policy (“CP”) sets forth the confidentiality principles under which the Cultivated Meat Modeling Consortium (“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. CMMC may amend the CP from time to time. In the event of an amendment to the CP, CMMC will provide instructions to Members for transition to the new CP; provided, however, that no amendment to this CP will be effective less than thirty (30) calendar days from the date that written notice of such amendment is received by 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. “Permitted Recipients” are Member’s employees, affiliate employees, directors, researchers, and advisors who are subject to confidentiality obligations to the Member with terms no less strict than this CP.

b. "Third Party" means any individual or entity that is not a Permitted Recipient.

c. "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 compilations or other embodiments or derivatives of Confidential Information, and any analyses or studies that contain Confidential Information, prepared by the Member or Recipient shall be considered Confidential Information of the Disclosing Party under this Agreement.

d. 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 their 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 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.

e. 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 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 Permitted Recipients strictly on a need-to-know basis. 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. Notwithstanding the foregoing, Recipient will not be required to destroy Confidential Information held in electronic back-up systems other than in accordance with Recipient's back-up deletion policies and all such Confidential Information shall remain subject to the non-disclosure and non-use obligations of this CP.

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

This Governance Group Policy (“GGP”) sets forth the principles under which the Cultivated Meat Modeling Consortium (“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 to the extent that the GGP does not conflict with a Member’s organizational policies. CMMC may amend the GGP from time to time. In the event of an amendment to the GGP, CMMC 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, to the extent that such Operating Policies do not conflict with your Member organization policies. For clarity, participation in a Project does not in and of itself constitute “participating in CMMC’s day-to-day business” for the purposes of the GGP.

d. CMMC acknowledges and agrees that the Governance Group will apply 100% of CMMC-controlled available funds to advance the CMMC mission.

APPENDIX D

*** DRAFT FOR ILLUSTRATION PURPOSES ONLY ***

**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 (this “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 Cultivated Meat Modeling Consortium, a non-profit incorporated in Washington State.

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, including non-profit research that is funded by any government agency grant. 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 (other than a government agency) that is funding the research in whole or in part in exchange for commercial rights in the results and/or excessive 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; information rightfully in the possession of Your prior to signing this Agreement;
- b. 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:

i. reproduce and execute the Software only for Academic Research Projects; this license does not include the right to sublicense, and may be exercised only by Your employees, students and researchers;

ii. modify the Software to create Derivative Works, only for Academic Research Projects by Your employees students and researchers;

b. under CMMC’s Licensed Patent Claims, to:

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

ii. 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 this 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, 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 CMMC Software License Agreement requires or will be treated to require CMMC to grant any a separate license.

2.2 Restrictions.

a. All rights, title and interest in and to the Software are and will remain the exclusive property of CMMC or its licensors.

b. 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.

c. 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 seek equitable relief, including injunctive relief, if You breach or threaten to breach Your confidentiality obligations.

2.3 **Copies.** In all copies permissible under Section 2.1(A)(1), You must copy all copyright legends, trademarks, trade names and other legends and identification when You copy the Software.

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. This restriction shall not apply to (a) annual or other periodical reports prepared by in the normal course of business or (b) any information required by law to be

disclosed to any governmental entity. Notwithstanding the foregoing, You may disclose the use of the Software and shall have the right to acknowledge CMMC in scientific publications.

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

9.1 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.

9.2 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 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.

10.2 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.

10.3 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, infectious diseases, epidemics, pandemics, endemics, 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.

10.4 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.

10.5 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.

10.6 **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*