



Equipment Terms of Use

For University of Minnesota Users of Photonic Pharma Equipment

Summary of key selections from Equipment Use Agreement, between University of Minnesota (the “University”) and Photonic Pharma LLC (the “Company”), dated May 17, 2019, as amended.		
Equipment	FLT-PR Instrument	Fluorescence Lifetime plate reader (FLT-PR) for High-Throughput Screening (HTS) (top-read, 1536-well format), with Dual Laser (473nm and 532nm excitation) and Dual Detection Channels (filters optimized for FRET measurement and compound interference)
	SUPR Instrument	Spectral unmixing plate reader (SUPR), with a 473nm laser and a 532nm laser.
Location	FLT-PR and SUPR	Nils Hasselmo Hall, Laboratory Room 1-150. Locked access; use by permission only.
Permitted Use (§ 1.2)	Non-commercial Use Only	The University will use, and permit use of, the Equipment only for non-commercial teaching, research and educational purposes (“academic projects”).
Fees for Use – Non-Profit Sponsors (§ 3.1(i))	Non-Profit Sponsors “Academic” Fees	If the academic Project is sponsored by the University, the government, or other non-profit entity , the following fees will apply:
	(a) Initial set-up fee	An initial set-up fee of \$1,000 per Project (Target); plus
	(b) Hourly usage fees	Usage fees at the rate of \$120 per hour of use, with usage to be billed in increments of one-half hour.
Fees for Use – For-Profit Sponsors (§ 3.1(ii))	For-Profit Sponsors “Commercial” Fees	If the academic Project is sponsored by a for-profit (commercial) entity , the following fees will apply:
	(a) Initial set-up fee	An initial set-up fee of \$10,000 per Project (Target); plus
	(b) Hourly usage fees	Usage fees at the rate of \$240 per hour of use, with usage to be billed in increments of one-half hour.
Fees for Special Handling (§ 3.1(iv))	Special Handling Requirements	If the samples being used by a University User require special handling procedures and/or equipment, the hourly usage fee will be at a rate equal to two times the applicable rate set out above. Examples of special handling requirements include but are not limited to samples requiring special safety handling, or samples requiring a change in the selection or configuration of the laser incorporated in the Equipment. The Company, in its reasonable discretion, will determine whether special handling procedures or equipment are required. The Company may deny use of the Equipment for samples having a Biosafety level higher than BSL-2.
Fees for Assisted Use (§ 3.1(v))	Assisted Use	If a User requires assistance for use of the Equipment, such assistance will be provided by the <u>Biophysical Technology Center (BTC)</u> at University as described in Section 4.2, and the BTC may separately charge the Lab for such assistance.

Invoices (§ 3.3)	Frequency	The Company will submit invoices to the University on a quarterly or more frequent basis, as follows:
	Invoice to (§ 3.3 (i))	Each invoice will be submitted to the Lab that is conducting the Project for which the Equipment is used.
	Invoice Details (§ 3.3 (ii))	Each invoice will identify the applicable Project, the initial set-up fee (if applicable), the individual User, the Instrument(s) used, the dates of use, the hours used, the applicable hourly rate, and the total amount due.
Payments (§ 3.4)	Payments	Payments will be due and payable net 30 days from the date of the invoice and sent to the Company at the address on the invoice.
Use of Equipment (§ 4)	Authorized Projects (§ 4.1)	The parties anticipate that University Users will use the Equipment in connection with defined research projects (each molecular target is a "Project") conducted by a Lab. The applicable Lab shall register the Project with the Company. Each project must be separately registered with the Company.
	Authorized Users (§ 4.1)	The applicable Lab shall also register with the Company the University Users working on the Project, to enable the Company and the Lab to properly account for use of the Equipment and related fees. After the Project and users are registered, the University Users identified by the Lab may use the Equipment for purposes of the Project.
	Trained Operators (§ 4.2)	The Equipment shall be operated only by trained Users. The Company will offer training to Users. The Company will charge usage fees for the time the Equipment is used for training, but will not otherwise charge for such training. If a User has not been trained to operate the Equipment, or otherwise requests assistance in using the Equipment, the BTC at University will provide a trained operator to assist such User, and the BTC may separately charge the Lab for such assistance.
	Scheduling (§ 4.3)	Users may schedule use of the Equipment through the iLabs program used by the BTC. The Company will have the right to reserve the Equipment for its own use by giving at least three (3) calendar days' notice to the BTC.
	Supplies (§ 4.4)	Laboratory supplies (e.g., plates for use in the Equipment; access to compound libraries) in connection with the use of the Equipment by University Users will be provided by the BTC and the BTC may separately charge the Lab for the cost of such laboratory supplies.
Treatment of Data (§ 5.1)	Recording of Data Generated During Use of Equipment	In the normal course of using the Equipment, certain data and information generated from use of the Equipment by University Users will be recorded and stored on the Equipment.
	Treatment of Data by Users	University Users are responsible for downloading such data and storing it at a location and in a medium selected by the User. However, University Users shall not delete any such data from the Equipment without prior written consent of the Company.
	Deletion of Data by Company	The Company will delete such data from the Equipment within 12 months after completion of the Project and will not retain copies of such data.

Rights to Inventions (§ 5.2, § 5.3)	Rights to Inventions from Use of Equipment (§ 5.2)	The Company does not claim any right, title or interest in and to any inventions or discoveries that result from use of the Equipment by University Users under this Agreement.
	Rights of the Federal Government to Inventions Made Under a Contract or Agreement (§ 5.3)	The rights of the federal Government and University to any resulting inventions under federal contracts or agreements are in accordance with 37 CFR part 401 and implementing regulations issued by the awarding agency.
No Improvements to Instrument (§ 5.4)	No modifications to Equipment by Users	University Users shall not improve, enhance, or modify the Equipment without the Company's express prior written consent.
Proprietary Information of the Company (§ 6)	Proprietary Information including User Manuals	The Documentation (as defined below) provided by the Company in connection with the use of the Equipment is the property of the Company and contains proprietary and confidential information of the Company. University Users must maintain the confidentiality of the Documentation, and shall not use the Documentation for any purpose other than in connection with use of the Equipment. "Documentation" means user manual(s), specifications, correspondence, or similar documents provided by the Company and other materials (whether in printed form, on CD-ROM or delivered electronically) accompanying the Equipment, and any updated or modified version thereof relating to or referencing the Equipment or any of its components.