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MATERIALS TRANSFER AGREEMENT

Provider:

U.S. Environmental Protection Agency (EPA)
Office of Research and Development (ORD)
National Center for Computational Toxicology (NCCT)

Recipient:

Cellumen, Inc (Cellumen)

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1. Provider agrees to transfer to Recipient's Investigator named below the following Research Material, prior to full and open public release:

   A. In vitro assay data derived from Phase I of the ToxCast™ Program. This data is derived from a set of 320 chemicals which were analyzed using a variety of assay techniques. Below, this is referred to as the "ToxCast™ Data."
   B. *In vivo* whole animal toxicology summary data derived from Office of Pesticide programs (OPP) Data Evaluation Records (DERs) and compiled in the EPA Toxicology Reference Database (ToxRefDB). This data is derived on a partially overlapping set of chemicals, including a majority of the 320 ToxCast™ Phase I chemicals. Below, this is referred to as the "ToxRefDB Data."
   C. Summary descriptions of the individual data sets.
   D. Individual subsets of this data will be delivered to the recipient after they have been prepared for use at the EPA and cleared for release to the Recipient.

2. This Research Material will be used only for research purposes by Recipient's investigator in his/her laboratory, for the research project described below. This Research Material will not be used for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

3. This Research Material does not include data derived or collected from human subjects.

4. This Research Material will be used by Recipient's investigator solely in connection with analyses to be prepared for presentation at the ToxCast™ Data Analysis Summit (May 12-14, 2009), and subsequent publications of these proceedings coordinated with

the Provider. These analyses are defined as the "Research Project."

5. The Research Material is being provided under this agreement prior to public and open release. To the extent permitted by law, the Recipient agrees to treat the Research Material confidential. This obligation concerning confidentiality for a given data set of the ToxCast™ Data or the ToxRefDB Data will cease upon public release of the given data set by EPA. Recipient may publish or otherwise publicly disclose the results of the Research Project, but only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any Confidential information, to the extent such review period is permitted by law.

6. In all oral presentations or written publications using the Research Materials Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise.

7. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under his/her direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes.

8. This Research Material is provided as a service to the research community. It is being supplied to Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Provider makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

9. Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. However, if said inventions contain any portion of the Research Material, are derived from the Research Material, or could not have been produced but for the use of the Research Material, Recipient agrees to contact the Provider to determine what ownership interests, if any, the Provider may have, and, where applicable, to negotiate in good faith the terms of a commercial license. Inventorship for a patent application or a commercialized product based on said inventions shall be determined according to United States patent law.

10. Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s). Recipient agrees to hold the Government harmless and to indemnify the

Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Research Material.

11. The Provider shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms of this Agreement. Upon termination, Recipient shall delete all paper and electronic copies of the Research Materials.

12. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative and shall be delivered by hand (including private courier mail service) or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

Provider's Official and Mailing Address:

Robert J. Kavlock, Director
US EPA/ORD/NCCT
109 T.W. Alexander Drive, MD-B-205-01
Research Triangle Park, NC 27711

Recipient Official's Name and Mailing Address:

Patricia A. Johnston, Chief Scientific Officer
Cellumen, Inc.
3180 William Pitt Way
Pittsburgh, PA 15238

13. Paragraphs 2, 7, 9 and 10 shall survive termination.