

TERMS OF USE

BEFORE PLACING AN ORDER OR USING THIS PRODUCT, PLEASE READ THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR PURCHASE OF THIS PRODUCT SHALL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Certain commercial entities and/or activities performed at commercial entities may require additional contract rights from ERS Genomics Limited which are not granted through the purchase of this product. For additional information please see www.ersgenomics.com/research-products.php.

The purchaser receives a non-exclusive, non-transferable right to use the Product, Progeny (meaning any unmodified descendant form of the Product), Modifications (meaning any modifications of the Product) and Unmodified Derivatives (meaning any substances created by the purchaser which constitute an unmodified functional subunit or product expressed by the Product) for RESEARCH USE ONLY, which, subject to the exclusions below, includes use to discover and develop any product, including therapeutic, diagnostic and preventative products, which may then be sold to third parties, provided, however, that such products do not incorporate the Product, Progeny, Modifications, or Unmodified Derivatives.

No “Commercial Use” is allowed. Commercial Use means any and all uses of the Product, Progeny, Modifications or Unmodified Derivatives thereof, or any modified cells or organisms created through use of the foregoing, for:

- (1) Sale, whether or not such sale is limited for use in research;
- (2) Provision of a service to a third party for a fee;
- (3) Use in any diagnostic, preventative, or therapeutic product or procedure;
- (4) Use in any veterinary, livestock or agricultural application; and
- (5) Manufacturing of a product for sale.

For clarity, transfer of materials or provision of services by not for profit or academic core labs to their internal clients shall not constitute a Commercial Use.

Except for the rights granted herein, any and all rights to the Product, Progeny, Modifications or Unmodified Derivatives thereof, shall remain in ATCC. No ownership rights are transferred.

The purchaser shall have no right to assign the rights granted herein to third parties. The Product, Progeny, Modifications or Unmodified Derivatives thereof, must at all times remain in the possession of the purchaser, except for a transfer to a scientific collaborator or to a service provider, to perform services, solely on behalf of the purchaser.

ERS Genomics Limited is an intended third-party beneficiary under these Terms of Use.