LIMITED LICENSE AGREEMENT FOR SHORT HAIRPIN RNA VECTORS

By breaking the seal of this Product's package, the Purchaser agrees to the following terms:

1. Scope of Agreement
   This Product is the subject of the following patent: U.S. Patent No. 8,829,264; 8,383,599, 8,153,776, 8,202,846 and EP1546174 owned by Cold Springs Harbor Laboratory (see further license details below).

   Not-for-profit and academic entities that purchase this Product receive the non-transferable right to use the Product and its components for internal research. For other entities, the purchase of this Product conveys to the buyer the nonexclusive and non-transferable right to use the Product and its components in non-Commercial Purpose internal research upon receipt of Product. To continue using the Product, and any materials or organisms manufactured using it, such purchasers are required to execute a commercial research license with Hairpin Technologies. Entities wishing to use shRNA IP in a therapeutic agent or as a method to treat/prevent human disease should contact Hairpin Technologies directly for a human therapeutics license (see below for contact).

2. Restrictions on Transfer
   Transfer of purchased products is not allowed under the terms of this limited license.

3. Commercial Purpose
   Commercial Purpose means any activity by a party for tangible consideration and may include, but is not limited to, (i) use of the Product in manufacturing; (ii) use of the Product to provide services, information or data; (iii) use of the Product for therapeutic, diagnostic or prophylactic purposes, including for discovery and/or product development purposes thereof; or (iv) resale of the Product or its components whether or not the Product is resold for use in research. OriGene has no claim of any kind to any research, data, facts, information, experimental results, and/or any other embodiments generated by Purchaser using Product, with exception to activities covered by an issued patent assigned, licensed or controlled by OriGene.

4. Not Intended for Human Use
   Purchaser acknowledges and agrees that the Product is not intended for use in humans, and agrees not to conduct research using said products in humans.

5. Limited Warranty
   (a) This warranty limits OriGene's liability to replacement of this Product or its purchase price. OriGene warrants that the product will meet specifications listed. At OriGene's discretion, free replacement of any nonconforming product will be made if OriGene is notified within 30 days of product receipt. No other warranties of any kind, express or implied, including without limitation, implied warranties of merchantability, or fitness for a particular purpose, are provided by OriGene. OriGene shall not be responsible for any claims, losses, costs, damages, fees, or expenses arising out of, or in connection with, the Product, including claims based on infringement or misappropriation, and including, but not limited to, any actual or alleged injury, damage, death, or other consequence occurring to any legal or natural person or property, as a result, directly or indirectly, of the possession, use or consumption of any Product, under any cause of action, regardless of the form in which any such claim is made.

   In addition to those mentioned above, this Product and/or its use may be protected by patent applications or patents. OriGene makes no representation or warranty as to whether the Product, and/or its uses, infringes any such patents or patent applications of any third party, nor shall OriGene be liable for infringement of any such rights. Purchaser is responsible for determining the existence of any such third-party rights, and to acquire any such rights, should they exist, before using the Product.

6. Refund
   If buyer is not willing to accept the limitations of this Limited License, return the UNOPENED Product within ten (10) days of receipt to OriGene for a full refund. For terms and additional information relating to returns, go to www.origene.com or call OriGene Customer Care at 301.340.3188.

7. Commercial License
   This license is subject to a license from CSHL or Hairpin Technologies, and CSHL and Hairpin Technologies reserves all other rights under its license. For information on licensing rights for commercial entities, including use of this product for purposes other than research and trial licenses, contact CSHL or Hairpin Technologies, Inc., at licensing@hairpintechnologies.com or +631.881.0844.