

LIMITED LICENSE AGREEMENT FOR ASSAY

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

1. Scope of Agreement

(a)This Product shall only be used for research purposes. Purchaser shall not use the Product to manufacture commercial products. The resale of the Product, or any unmodified derivatives and parts thereof, in any form, including repackaged into a different vector, is strictly prohibited.

(b)Purchaser shall only have a non-transferable right to use the Product. This Limited License does not transfer ownership or title to the Product, or to any part thereof, to Purchaser.

(c) OriGene does not grant to Purchaser any license, express or implied, in violation of or infringing upon any third party 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.

(d) 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.

2. Restrictions on Transfer

This Product is for single laboratory/company use only. By accepting this Product, the Purchaser agrees that the use of this Product, in whatever manner, shall be restricted to the immediate members of the company/laboratory ("single site"), which made the purchase, and shall not be distributed to any other party without OriGene's written permission. This Product, or any progeny of it, including progeny incorporated into different vectors, shall not be made available to any other laboratory or third party. All users within the site shall be made aware of this restriction, with the full understanding that their departure from the site does not convey the right for them to transfer this Product, or unmodified derivatives thereof, to another site. This Product may contain specific identifiers to trace their origin to OriGene Technologies, Inc.

3. 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 with it in humans.

4. Limited Warranty

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