

LIMITED LICENSE AGREEMENT FOR HUMAN TISSUE BASED PRODUCTS (the “Product”)

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

1. Scope of Agreement

(a) OriGene grants to Purchaser the non-exclusive right (i) with the right to grant sublicenses to collaborators, to use the Product and the Clinical Information, and (ii) without the right to grant sublicenses to collaborators, solely, in the case of (i) and (ii), for research purposes.

(b) “Clinical Information” means information that has been deidentified in accordance with 45 CFR 164.514(b)(2), with respect to the Products, and has been collected by OriGene licensors from the clinical records of donors of those human biological materials which may be supplied by and used by OriGene in the provision of Products hereunder.

(c) 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.

2. Restrictions on Transfer

By accepting this Product, Purchaser agrees to comply, and will ensure that its employees and collaborators comply, in all respects with all statutes, rules and regulations applicable to the use and handling of the Products and Clinical Information by Purchaser, its collaborators and employees. Purchaser will not, and will not permit its collaborators and employees, to transplant, infuse or transfer into a living human body any Product or subpart thereof. Purchaser will not, and will ensure that its collaborators and employees will not, identify or contact or attempt to identify or contact, or aid any person or entity in identifying or contacting, any donor, donor family or source of a Purchaser or of any Clinical Information. A breach of the terms of this agreement by a collaborator or an employee of Purchaser constitutes a breach of this agreement by Purchaser. Purchaser agrees, and will ensure that its employees and collaborators agree, that it or they, as applicable, will not use or further disclose the Clinical Information other than as permitted under this agreement or as otherwise required by law. Purchaser will, and will ensure that its employees and collaborators will, use appropriate safeguards to prevent use or disclosure of the Clinical Information other than as provided for in this agreement. Purchaser shall ensure that the Clinical Information shall be disclosed only to employees and collaborators who have agreed to the same restrictions and conditions as set forth in this agreement.

3. Limited Warranty

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.

4. Miscellaneous

(a) This agreement constitute the entire understanding between OriGene and Purchaser with respect to the subject matter hereof. Any change to this agreement must be in writing, signed by OriGene and Purchaser.

(b) This agreement and any arbitration hereunder will be governed by the laws of the State of Maryland. Any dispute, controversy or claim arising out of or relating to this agreement will be resolved by binding arbitration conducted by 1 arbitrator, appointed by mutual agreement of the parties and conducted in English in Rockville, Maryland and in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

(c) Should any term of this agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remaining terms hereof.

(d) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(e) This agreement will terminate immediately without notice to the Purchaser if the Purchaser breaches a term of this agreement