

MATERIAL TRANSFER AGREEMENT

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY: This Material Transfer Agreement (“Agreement”) is the legal agreement between you, your organization (hereinafter collectively “RECIPIENT”) and Tet Systems GmbH & Co. KG (hereinafter “Tet”) for the non-commercial use of certain Tet System products purchased hereunder, as defined below.

AS A CONDITION OF SALE OF THE PRODUCTS AND PRIOR TO USING THE PRODUCTS OR OPENING THE PACKAGING ENCLOSING SAME, RECIPIENT AGREES TO THE FOLLOWING TERMS AND CONDITIONS. IF RECIPIENT DOES NOT AGREE TO BE BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS, RECIPIENT SHALL RETURN ALL PRODUCTS TO CLONTECH FOR A FULL REFUND.

The plasmid(s) provided in this product, including any substance that is replicated, contains, or is derived therefrom are covered by this Agreement. All such materials shall hereinafter be referred to as the “MATERIAL(S)” and shall be used solely for RECIPIENT’S internal research purposes.

- 1. Use Restrictions.** RECIPIENT agrees that it will use the MATERIALS solely for internal research purposes at RECIPIENT’S facilities outside the United States of America and for no other activity. RECIPIENT shall not sell, transfer, or otherwise provide access to the MATERIALS to any person or entity without the prior express written consent of Tet. Without limiting the foregoing, on no account shall RECIPIENT sell, transfer, or otherwise provide access to the MATERIALS to any person or entity in the United States of America, including any affiliates of the RECIPIENT. The MATERIALS are supplied solely for internal research use in animals and/or in vitro. The MATERIALS are experimental in nature and shall be used with prudence and appropriate caution. THE MATERIALS SHALL NOT BE USED IN HUMANS. RECIPIENT agrees to comply with all applicable laws and regulations that are applicable to RECIPIENT’S use of the MATERIALS.
- 2. No Implied Grant of Rights.** Other than the right to use the MATERIALS solely for internal research, nothing herein contained shall be construed as an express or implied grant of any right or license whatsoever to RECIPIENT under any patent, patent application or other proprietary right now or hereafter owned or controlled by Tet.
- 3. Disclaimer of Warranties.** TET MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE MATERIALS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND THE MATERIALS ARE PROVIDED “AS IS, WITH ALL FAULTS.”
- 4. Liability.** RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIALS. Tet will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Tet.
- 5. Term.** This Agreement shall commence upon opening of the product packaging or initial use of the MATERIALS (the “Effective date”) and continue in full force as long as RECIPIENT uses the MATERIALS in compliance with the terms and conditions of this Agreement. Without limiting its other rights and remedies, Tet shall have the right to terminate this Agreement for any breach or default by RECIPIENT that is not cured within thirty (30) days after a written notice from Tet describing such breach or default.
- 6. Entire Agreement.** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and all prior agreements, understandings or representations whether expressed orally or in writing are void.
- 7. Severability.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, and the balance of the Agreement will remain in full force and effect.