

# ライセンス確認書

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### ご注文商品に〇印をご記入ください。

ご注文製品	製品コード	製品名
	3390	pHEK293 Ultra Expression Vector I
	3392	pHEK293 Ultra Expression Vector II

### 必ず全ての項目にご記入ください。

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# Licensing Statement

(ライセンス確認事項)

### M86 TAR-Tat Expression System

This product is covered by the claims of U.S. Patent No. 9,850,498 and its foreign counterpart patent claims. Orders may be placed in the normal manner by contacting your local representative or Takara Customer Service. Any and all uses of this product will be subject to Purchaser's Agreement to the Terms and Conditions of Sale (hereinafter "DOCUMENT"), a copy of which can be found below. As a condition of sale of this product to you, and prior to using this product, you must agree to the provisions described in the DOCUMENT. Use of this product other than granted in the DOCUMENT requires a different license from Takara Bio Inc.

For license information, please contact a licensing representative by e-mail at bio-licensing@takara-bio.co.jp.

## Purchaser's Agreement to Terms and Conditions of Sale

In consideration of receiving the products listed in Appendix I ("PRODUCTS") and being granted a license under the approved/pending patent ("PATENT") listed in Appendix II from Takara Bio Inc. ("TAKARA"), we, as PURCHASER, hereby accept and agree to the following terms and conditions:

- 1. <u>License</u>. The license granted herein is a non-exclusive, non-transferable, non-sublicensable, personal and limited license to use PRODUCTS for internal research use.
- 2. <u>Non-Commercial Use</u>. PURCHASER may use PRODUCTS solely for the purpose of conducting internal non-commercial researches at its own laboratory ("RESEARCHES").
- 3. Restriction in Use. PRODUCTS shall not be used in humans, or for pharmaceutical or *in vitro* diagnostic purposes.
- 4. <u>Modification</u>. PURCHASER shall not modify the whole or part of sequences of plasmids contained in PRODUCTS, except those in the multiple cloning site (MCS) of each plasmid. PURCHASER shall not use any partial sequences of each plasmid for production of another plasmid. Any modification or other derivative of PRODUCTS in breach of PURCHASER's obligations herein shall be owned by TAKARA, and PURCHASER hereby assigns to TAKARA any and all rights in and to such modification.
- Restriction in Disposal. PURCHASER shall not transfer or otherwise dispose of PRODUCTS, including its modifications or other derivatives, to any third party without TAKARA's prior written permission. TAKARA may permit a transfer of PRODUCTS, including its



modifications or other derivatives, if the transferee is a third party who is also granted a license to use PRODUCTS separately from TAKARA.

- 6. <u>LIMITATION OF WARRANTY</u>. PRODUCTS ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED AS IS WITHOUT WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TAKARA SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES. TAKARA'S CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY PURCHASER TO TAKARA.
- 7. <u>Non-Assignment</u>. PURCHASER shall not transfer or assign to any third party any or all of its rights or obligations regarding PRODUCTS.
- 8. Compliance. PURCHASER shall comply with all applicable laws, rules and regulations.
- 9. <u>Terms and Conditions</u>. Even if a purchase order or other document submitted to TAKARA by PURCHASER contains terms or conditions conflicting with or in addition to these terms and conditions, these terms and conditions shall prevail and such conflicting or additional terms or conditions shall be rejected.

## Appendix I. Product Name and Product Code

- i) pHEK293 Ultra Expression Vector I (Product Code 3390)
- ii) pHEK293 Ultra Expression Vector II (Product Code 3392)

## Appendix II. Patent Rights

Expression cassette (U.S. Patent No. 9,850,498 and its foreign counterpart patent)