



LIMITED LICENSE AGREEMENT FOR CDNA PANELS

1. This product is optimized for use in the Polymerase Chain Reaction ("PCR") covered by patents owned by Hoffmann-La Roche Inc. and F. Hoffmann-La Roche Ltd ("Roche"). No license under these patents to use the PCR Process is conveyed expressly or by implication to the purchaser by the purchase of this product. A license to use the PCR Process for certain research and development activities accompanies the purchase of certain reagents from licensed suppliers when used in conjunction with an authorized thermal cycler, or is available from the Perkin-Elmer Corporation. Further information on purchasing licenses to practice the PCR Process may be obtained by contacting the Director of Licensing at the Perkin-Elmer Corporation, 850 Lincoln Center Drive, Foster City, California 94404 or at Roche Molecular systems, Inc., 1145 Atlantic Avenue, Alameda, California 94501.
2. This Product shall only be used for non-commercial research purposes. Purchaser shall only have a non-transferable right to use the Product in non-commercial research conducted by Purchaser. This Limited License does not transfer ownership or title to the Product, or any part thereof, to Purchaser. Intact, duplicated, partial and/or modified Product shall not be transferred to any third party by Purchaser. Purchaser shall not use the Product to manufacture commercial products, to sell services relating to or using Product, and/or to engage in commercial activities. The resale, modification and/or duplication of the Product, or any part thereof, are strictly prohibited. This Product may be protected by patent applications, patents and/or copyrights.
3. OriGene makes no representation or warranty as to whether the Product, and/or its uses, infringes any patent or intellectual property rights of any third party.
4. The Product shall not be used for drug, diagnostic, or human use.
5. Warranties. We will replace, at no cost, any product of ours that does not meet our standard product specifications. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BEYOND THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL ORIGENE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.

If Purchaser is unwilling to accept the terms of this Limited License, return the UNOPENED Product within ten (10) days of receipt to OriGene Technologies, Inc. for a full refund.