

### **LIMITED LICENSE AGREEMENT FOR OPEN READING FRAME (ORF) CLONES**

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 and/or to sell services relating to or using the Product. 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

(a) 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.

(b) This Product may be protected by patent applications, patents, and/or copyrights. 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, nor shall OriGene be liable for infringement of any such rights.

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