LIMITED LICENSE AGREEMENT FOR GENSCRIPT CLONES

By Purchasing GenScript Clones, Purchaser agrees the following terms:

Definition:  GenScript Clones include all the clones from GenScript, whether it is derived by cDNA cloning or gene synthesis. GenScript clones include but not limited in all ORF clones. The clones may code a gene or not.

Agreements

1. GenScript clone(s) shall only be used for non-commercial research purposes. Purchaser shall not sell services relating to or using the GenScript clones. The distribution or resale of GenScript clones, or any derivatives and parts thereof, in any form, including repackaged into a different vector, is strictly prohibited.

2. Purchaser shall only have a non-transferable right to use the Product. You may not transfer or give GenScript clone(s) (including modified clones) as a gift to any other unauthorized personnel or institutions, etc.

3. GenScript does not grant to Purchaser any licenses, expressed 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 GenScript clone(s).

4. GenScript has no claim of any kind to any research results or data generated by Purchaser using GenScript clones, but an acknowledgement or citation of GenScript Corporation is required in any publication wherein GenScript clone(s) is (are) used.

Transfer and Use Restrictions

1. GenScript clone(s) is (are) for single laboratory use only. By purchasing GenScript clones, the Purchaser agrees that the use of GenScript clones, in whatever manner, shall be restricted to the immediate members of the laboratory, which made the purchase, and shall not be distributed to any other party without GenScript’s written permission. All users within the laboratory shall be made aware of this restriction, with the full understanding that their departure from the laboratory does not convey the right for them to transfer GenScript clones, or any derivatives thereof, to another site.

2. GenScript clone(s) is (are) not intended for any kind of human use. Purchaser acknowledges and agrees that GenScript clone(s) will not be used in humans.

Limited Warranty

1. This warranty limits GenScript’s liability to replacement of GenScript clones or the refund of the purchase price. Should the product be defective, GenScript will replace it without charge. No other warranties of any kind, expressed or implied, including without limitation to, implied warranties of merchantability, or fitness for a particular purpose, are provided by GenScript. GenScript shall not be responsible for any claims, losses, costs, damages, fees, or expenses arising out of, or in connection with, GenScript clones, 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.

2. GenScript clones may be protected by patent applications, patents, and/or copyrights. GenScript makes no representation or warranty as to whether GenScript clone(s), and/or its uses, infringes any patent or intellectual property rights of any third party, nor shall GenScript be liable for infringement of any such rights.

I (We) agree the above terms.

Signature: __________________________
Printed Name: ______________________
Address: ____________________________
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