

MATERIAL TRANSFER AGREEMENT

IMPORTANT INFORMATION - READ CAREFULLY BEFORE SUBMITTING ORDER.

ATCC IS NOT WILLING TO TRANSFER MATERIAL TO YOU ON ANY TERMS OR CONDITIONS OTHER THAN THE FOLLOWING. ANY INCONSISTENT TERMS IN ANY ORDER OR OTHER DOCUMENT SUBMITTED BY YOU WILL NOT APPLY TO ATCC'S PROVISION OF MATERIAL TO YOU. PLACING AN ORDER WITH ATCC CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Read below for additional provisions pertaining to TIGR human cDNA clones and I.M.A.G.E. cDNA clones.

This Material Transfer Agreement ("Agreement") is between American Type Culture Collection, an independent not-for-profit organization having its principal offices at 10801 University Boulevard, Manassas, Virginia 20110-2209 ("ATCC") and the ATCC Registered Purchaser ("Purchaser") acquiring Material (as defined hereinafter) under this Agreement. ATCC will only transfer Material to ATCC Registered Purchasers in good standing. ATCC is willing to transfer the Material and Purchaser is willing to receive the Material under the terms and conditions specified herein and in the ATCC Limited Warranty of Material.

(1) Scope of Agreement. This Agreement applies to the use, handling, sale, distribution and any disposition of the Material, Replicates, and Derivatives. For the purpose of this Agreement, "Material" means any material or portion thereof shipped to the Purchaser. For the purpose of this Agreement, "Replicates" means any biological or chemical material that represents a substantially unmodified copy of the Material. Replicates include but are not limited to material produced by growth of cells or microorganisms or amplification of Material. For the purpose of this Agreement, "Derivative" means material created from the Material that is substantially modified to have new properties. Derivative includes, but is not limited to, recombinant DNA clones made using a vector purchased from the ATCC. This Agreement is subject to the current ATCC Material Purchase Order and signifies Purchaser's acceptance of the terms and conditions set forth therein.

(2) Purchaser Rights, Qualifications and Responsibility.

(a) Subject to the terms and conditions of this Agreement and any statutory, regulatory or other restriction imposed by law or any third party interest, Purchaser may use the Material, Replicates, or Derivatives in any lawful manner for the purpose of scientific research. Notwithstanding the foregoing, Purchaser may not distribute or sell the Material or Replicates.

(b) Purchaser represents that within their laboratory (i) access to the Material, Replicates or Derivatives will be restricted to personnel capable and qualified to safely handle the Material, Replicates, or Derivatives and (ii) Purchaser shall exercise the utmost care, taking into account the unique characteristics of the Material, to maintain and use the Material, Replicates, or Derivatives with appropriate precautions to minimize any risk of harm to persons and property and to safeguard them from theft or misuse. Purchaser agrees that Material or Replicates designated Class II, III, or IV constitute known pathogens and that other Material, not so designated or Derivatives may be pathogenic under certain conditions. **PURCHASER, NOT ATCC, ASSUMES ALL RISK AND RESPONSIBILITY IN CONNECTION WITH THE RECEIPT, HANDLING, STORAGE, DISPOSAL, USE AND ANY MISUSE OR OTHER WRONGDOING WITH RESPECT TO MATERIAL TRANSFERRED HEREUNDER, THE REPLICATES, AND ANY DERIVATIVES.** Purchaser agrees that any handling or other activity undertaken in their laboratory with the Material, Replicates, or Derivatives will be conducted in compliance with all applicable laws and regulations.

(c) **PURCHASER ACKNOWLEDGES, AGREES AND REPRESENTS THAT THE MATERIAL IS NOT INTENDED FOR USE IN HUMANS, AND AGREES NOT TO CONDUCT RESEARCH IN HUMANS WITHOUT THE ADVANCE WRITTEN CONSENT OF ALL APPLICABLE REGULATORY AUTHORITIES.**

(d) Purchaser represents, warrants and covenants that all information provided to ATCC in connection with this order is true, correct and complete, including, without limitation, any information provided for use in obtaining any license, permit or other authorization with respect to orders hereunder or otherwise complying with applicable law and regulations. Purchaser agrees to comply with all restrictions on export from the United States and re-export from other countries set forth in the export licenses and any other permit or authorization required by law for the Material, Replicates, and Derivatives and/or any information provided therewith or derived therefrom, and are responsible for obtaining any re-export authorization before transferring the Material, Replicates, or Derivatives provided hereunder or derived therefrom to another country or national thereof. With respect to transfers of Material, Replicates, or Derivatives to destinations outside the United States, (i) Purchaser assumes all risk and responsibility in connection with complying with applicable foreign law and regulations concerning the import, handling, transportation, storage, use, and misuse or other wrongdoing with respect to Material, Replicates or Derivatives and (ii) Purchaser has advised ATCC when placing its order of any foreign legal or regulatory requirements pertaining to the requested shipment to be implemented within the United States in connection with such shipment.

(e) Certain contributors of Material to ATCC have requested and ATCC has agreed that they will be notified of the identity of transferees of Materials hereunder. Purchaser acknowledges that nothing prohibits ATCC from identifying Purchaser as a transferee of Materials hereunder.

(3) Intellectual Property Matters.

(a) Be advised that not all Materials which can be obtained by order from ATCC can be used without first obtaining a license from an ATCC contributor or others, and that not all of ATCC's contributors or other owners of intellectual property rights have authorized a limited purpose, research only license. Nothing in this Agreement grants Purchaser any rights under any patents, propriety, intellectual property, or other rights with respect to the Material.