LIMITED LICENSE AGREEMENT FOR SHORT HAIRPIN RNA VECTORS

By breaking the seal of this Product's package, the Purchaser agrees to the following terms:

1. Scope of Agreement
This Product is the subject of the following patents: U.S. Patent No. 6,573,099; GB Patent No. 2353282 co-owned by Benitec Australia Ltd. and exclusively licensed to Promega.

Not-for-profit and academic entities that purchase this Product receive the non-transferable right to use the Product and its components for internal research.

For all other purchasers, the purchase of this Product conveys to the buyer the non-transferable right to use the Product and its components in non-Commercial Purpose internal research for an eligible six (6) month period after receipt of Product. To continue using the Product, and any materials or organisms manufactured using it, such purchasers are required to execute a commercial research license with Promega and Benitec by contacting Promega. Entities wishing to use ddRNAi as a therapeutic agent or as a method to treat/prevent human disease should contact Benitec directly for a human therapeutics license.

2. Restrictions on Transfer
Only researchers at not-for-profit or academic entities may transfer materials/organisms made through the use of the Product to scientific collaborators at other not-for-profit or academic entities, provided the transfer is not for a Commercial Purpose and said collaborator agrees not to transfer the materials/organisms to any third party and to use such materials/organisms solely for non-Commercial Purpose internal research.

Researchers at Commercial entities cannot sell or otherwise transfer this Product or components or any materials or organisms made using this Product or components for any Commercial Purpose.

3. Commercial Purpose
Commercial Purpose means any activity by a party for tangible consideration and may include, but is not limited to, (i) use of the Product in manufacturing; (ii) use of the Product to provide services, information or data; (iii) use of the Product for therapeutic, diagnostic or prophylactic purposes, including for discovery and/or product development purposes thereof; or (iv) resale of the Product or its components whether or not the Product is resold for use in research. 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.

4. 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.

5. Limited Warranty
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