



ZIP LOCK AGREEMENT

NON-COMMERCIAL RESEARCH USE AGREEMENT AND LICENSE FOR NONPROFIT ENTITIES FOR FLUORESCENT PROTEINS AND RELATED PRODUCTS

By opening the containers enclosing the Products, you accept the terms and conditions below

IMPORTANT INSTRUCTIONS:

PLEASE READ CAREFULLY BEFORE OPENING THE PACKAGE CONTAINING THE PRODUCTS.

THIS LICENSE AGREEMENT IS THE LEGAL AGREEMENT BETWEEN THE NON-PROFIT ENTITY WHICH PURCHASED THE ACCOMPANYING PRODUCTS (REFERRED TO AS THE "LICENSEE"), AND MEDICAL AND BIOLOGICAL LABORATORIES CO., LTD. (REFERRED TO AS "MBL").

LICENSEE'S OPENING THE CONTAINERS ENCLOSING THE PRODUCTS SHALL AUTOMATICALLY CONSTITUTE LICENSEE'S BINDING AGREEMENT TO TERMS AND CONDITIONS BELOW. IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS HEREIN, LICENSEE SHALL RETURN ALL PRODUCTS TO MEDICAL AND BIOLOGICAL LABORATORIES CO., LTD. IN THEIR UNOPENED PACKAGES. UPON RECEIPT OF SUCH PRODUCTS MEDICAL AND BIOLOGICAL LABORATORIES CO., LTD. SHALL REFUND LICENSEE'S PAYMENT FOR SUCH PRODUCTS IN FULL.

"LICENSEE" agrees to purchase, AMALGAAM's fluorescent protein products and

"MBL" agrees to sell, and related products provided herewith (referred to as the "PRODUCTS") on the following terms and conditions. (For purposes of this License, "LICENSEE" shall include any person or entity or individual employee of the entity which ordered the PRODUCTS or at any time uses the PRODUCTS.)

1. MBL agrees to sell to LICENSEE the PRODUCTS solely for use in non-commercial research activities only by a non-commercial entity at the entity's Site (as defined below). LICENSEE agrees that the PRODUCTS will be used only by individual employees of the non-commercial entities and only in research that is not funded by or pledged to be licensed to commercial entities without the prior written consent of MBL. Non-commercial entities conducting research funded in any part by or in collaboration with commercial entities require a commercial license from MBL.

2. MBL hereby grants LICENSEE a non-exclusive, non-transferable, royalty-free license (the "LICENSE") to use the PRODUCTS for non-commercial, internal research at LICENSEE's laboratories at the address stated on the "Customer Registration Form - Non-Profit Entities" executed in connection herewith (hereinafter "SITE"). Each SITE requires an individual LICENSE.

3. LICENSEE shall not transfer, ship or otherwise move any of the PRODUCTS from SITE, including without limitation materials related to the PRODUCTS presented in professional publications,

4. LICENSEE agrees that the LICENSE does not grant LICENSEE any rights to (i) modify the coding region of the nucleic acids encoding the fluorescent protein or fluorescent indicator protein (such as the Fucci cell cycle indicators and Fluoppi Ash-tag indicators.) of the PRODUCTS, (ii) offer the PRODUCTS or any component, derivative or modification thereof for resale, or (iii) use the PRODUCTS for commercial uses. If LICENSEE's research results in a discovery, invention, new use, mutant, vector, or a product (collectively referred to as "Invention") such that Licensee is deemed the owner thereof under applicable law Licensee shall grant MBL and any other organization from which Licensee licensed the PRODUCTS, and their respective affiliates a worldwide, royalty-free license to such Inventions.

5. Commercial uses include, but are not limited to : (i) directly and/or indirect use *in vivo* in multicellular organisms for gene and/or cell therapy, (ii) re-sale and/or distribution to a third party or parties, (iii) direct and/or indirect use for manufacturing, (iv) Methods employed in screens to evaluate compounds, such as High Throughput Screening for drug development, (v) third party contract services, (vi) diagnostic uses, and (vii) quality control and quality assurance processes.

6. Any commercial use of the PRODUCTS by or through LICENSEE requires a separate, additional license from MBL.

7. Any research use of the PRODUCTS that involves altering the coding region of the nucleic acids encoding the fluorescent protein or fluorescent

indicator protein (such as the Fucci cell cycle indicators) of the PRODUCTS requires a separate, additional license from MBL.

8. LICENSEE shall be responsible for the care and control of the PRODUCTS and shall not distribute, transfer, or otherwise provide access to, the PRODUCTS, or any component, derivative or modification thereof, to any third party for any purpose or use without the prior written consent of MBL. The PRODUCTS are being provided "AS IS" and "with all faults, defects and errors; and neither MBL nor any of their respective affiliates will have any liability for any error, omission or inaccuracy in the licensed materials. LICENSEE accepts the PRODUCTS with the knowledge that properties of the PRODUCTS have not been completely investigated and are unknown, and thus LICENSEE agrees to use prudence and reasonable care in the use, handling, and containment of the PRODUCTS and agrees to indemnify MBL and all organizations authorized to license PRODUCTS by MBL for any damages, costs or losses resulting from LICENSEE's failure to do so.

9. This Agreement (including the License) will not be transferable or assignable by LICENSEE to any third party without the prior written consent of MBL, which it may withhold at its sole discretion.

10. In the event of any controversy or dispute arising out of or relating to this Agreement, the parties hereto shall use best efforts to settle those conflicts amicably between themselves. Should the parties hereto fail to settle the conflict, the matter in dispute shall be settled under the rules of conciliation and arbitration of the Trade Arbitration Agreement. The arbitration will be held in Japanese in Nagoya, Japan if the arbitration is initiated by the Licensee. Failing arbitration, the matter in dispute shall be settled in accordance with Japanese Law. Notwithstanding the foregoing, the parties agree that this Section 10. shall not be effective (a) after any expiration or termination of this Agreement or (b) with respect to any controversy or dispute concerning any payment obligation.

11. The terms of this Agreement will commence on the opening of the packaging containing vials enclosing the products and, unless terminated by either party upon written notice, will continue in full force and effect until the use is completed. Upon termination, LICENSEE shall discontinue its use of the PRODUCTS and destroy or otherwise dispose of the PRODUCTS as mutually agreed by the parties.

12. Neither MBL nor any organization authorized to license PRODUCTS by MBL makes any representation or warranty, express or implied, arising by law or otherwise regarding the Products, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringements, nor does MBL or any organization authorized to license PRODUCTS by MBL assume any liability for any claim asserted against LICENSEE by any party for LICENSEE'S use of PRODUCT.

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Rev. 04/2014 (MBL)



CUSTOMER REGISTRATION FORM -NONPROFIT ENTITIES-

AS A CONDITION IN ORDER TO PURCHASE THESE PRODUCTS, PLEASE FILL OUT THIS FORM COMPLETELY AND SEND IT TO MEDICAL AND BIOLOGICAL LABORATORIES CO., LTD.

NAME OF LICENSEE & DESIGNATED USER: _____

DEPARTMENT: _____

LABORATORY NAME: _____

ORGANIZATION: (ENTITY) _____

ADDRESS: _____

Note: This address is the "SITE" at which the Products are licensed to be used under the Zip Lock Agreement defined below

TELEPHONE No. : _____

FAX NO. : _____

E-mail: _____

Date of ACCEPTANCE: _____ Date of Order: _____

PURCHASES

CATALOG #	PRODUCT NAME

- Medical and Biological Laboratories Co., Ltd. sells AMALGAAM' s fluorescent protein products and related products. All purchasers are required to comply with all conditions written in the ZIP LOCK AGREEMENT Non-Commercial Research Use Agreement and License for Nonprofit Entities for Fluorescent Proteins and Related Products ("ZIP LOCK AGREEMENT"), which is provided with the product(s).
- Medical and Biological Laboratories Co., Ltd. will send the product(s) only after receipt of this CUSTOMER REGISTRATION FORM. In some cases, customers may be asked to disclose the intended application or usage of the products prior to shipment.
- These products shall be used solely for the purpose of conducting non-commercial research use within the institution.
- **Distribution, transfer or providing access to the products, or any component, derivative or modification thereof to any third party for any purpose or use is strictly prohibited unless the third party has purchased a license from Medical and Biological Laboratories Co., Ltd.**
- Commercial entities must contact Medical and Biological Laboratories Co., Ltd. for license information.
- By opening the containers enclosing the Product(s), you accept the terms and conditions stated in the ZIP LOCK AGREEMENT.
- For any commercial use of the products, please contact Medical and Biological Laboratories Co., Ltd. at support@mbi.co.jp.

Accepted by:

Licensee _____
(Print Name of Institution above)

Medical and Biological Laboratories Co., Ltd.

Signed By: _____
Print Name: _____
duly authorized representative

Signed By: _____
Print Name: _____

Date: _____

Date: _____