



Limited Label License- shRNAir Technologies

This product is covered by several patent applications (09/866,557 and 10/055,797) owned by Cold Spring Harbor Laboratory. The purchase of this product conveys to the buyer the limited, non-exclusive, non-transferable right (without the right to resell, repackage, or further sublicense) under these patent rights to perform the RNAi knockdown methods using the RNAi-inducing vectors claimed in those patent applications for research purposes solely in conjunction with this product. No other license is granted to the buyer whether expressly, by implication, by estoppel or otherwise. In particular, the purchase of this product does not include nor carry any right or license to use, develop, or otherwise exploit this product commercially, and no rights are conveyed to the buyer to use the product or components of the product for any other purposes, including without limitation, provision of services to a third party, generation of commercial databases, or clinical diagnostics or therapeutics.

In addition, any non-commercial organization that purchases or desires to purchase RNAi clones may be outside the above research license and will contact Open Biosystems for a license.

This product is sold pursuant to a license from CSHL, and CSHL reserves all other rights under these patent rights. For information on purchasing a license to the patent rights for uses other than in conjunction with this product or to use this product for purposes other than research, please contact the Office of Licensing at Open Biosystems at, 256-319-1462 or licensing@openbiosystems.com

In response to the RECIPIENT's ACCEPTANCE of pGIPZ shRNA clones or virus, the RECIPIENT stipulates to having read and agrees to the following:

1. pGIPZ clones &/or virus will not be further distributed to others⁹. The RECIPIENT shall refer any requests for pGIPZ clones to SIDNET
2. pGIPZ clones &/or virus are NOT FOR USE IN HUMANS
3. pGIPZ clones &/or virus will be used for research purposes only. The pGIPZ clones may not be used for commercial purposes
4. The RECIPIENT agrees to acknowledge SIDNET as the source of pGIPZ shRNA in any publications reporting its use.
5. pGIPZ clones &/or virus delivered to the RECIPIENT are understood to be experimental in nature and may have hazardous properties. SIDNET MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE RECIPIENT AGREES TO USE pGIPZ CLONES IN COMPLIANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS AND ASSUMES ALL LIABILITY FOR SAFE AND PROPER USE, STORAGE AND HANDLING. THE RECIPIENT ASSUMES ALL LIABILITY FOR CLAIMS FOR DAMAGES AGAINST IT BY THIRD PARTIES WHICH MAY ARISE.

9The Biological Materials are for the sole and exclusive use of the SickKids investigators. Further use or transfer of the Biological Materials, components and derivatives, including but not limited to Clones, Pre-Arrayed Clone Sets, and the Clone Library, to additional users is permitted only under the terms listed below.

- 1 SickKids investigators may transfer cell lines and animal models derived from the Biological Materials for the sole and exclusive use in COLLABORATION.
- 2 Transfer of cell lines and animal models derived from the Biological Materials shall be accompanied by a printed copy of the Limited Label License- shRNAir Technologies

"**Biological Materials**" shall mean pre-cloned constructs, pre-arrayed clone sets, DNA (arrayed & pooled), virus (arrayed & pooled), engineered cell lines, transgenic animals, printed arrays and relevant data associated with each, including but not limited to, those provided to the SickKids pursuant to this AGREEMENT.

"**Collaboration**" shall mean a SickKids principal investigator working together with a Non-SickKids investigator:

1. for the purpose of validating data published in an industry recognized scientific journal, to jointly publish in an industry recognized scientific journal or to fulfill obligations of a federally funded project; or
2. whereby both investigators are jointly funded by a single agency under a single allocation or grant involving the use of the Biological Materials; and
3. where the monetary exchanges between the SickKids and the Non-SickKids investigator or the Non-SickKids investigator's organization is not transactional, fee-for-service, transfer of funds or a grant.

Principal Investigator:

Print Name:

Signature:

Date:
