

MATERIAL TRANSFER AGREEMENT – TERMS AND CONDITIONS

This is a legal agreement between you (CUSTOMER) and Innovative Technologies in Biological Systems, S.L. (INNOPROT) governing use of Innoprot's Immortalized Human Bronchial Epithelial Cell Line (Ref. P10557-IM) and protocols provided to customer. By using this product provided to the customer, the customer is consenting to be legally bound by all of the terms of this buyer agreement. If you do not agree to all these terms, do not use the products or protocols. All products must be immediately returned to Innoprot for a refund.

All products sold by Innoprot are for laboratory research purposes only, including screening research purposes. The products are not to be used on humans, for consumption, or for other uses. The buyer may not sell or otherwise transfer this product or materials made using this product to a third party. The buyer may not use the Innoprot products or materials for any commercial purposes different than internal R&D needed to validate or characterize their own products. The vendee may transfer information to a scientific collaborator only if such transfer is not for any commercial purpose in a service business. "Commercial purposes" means any activity by a vendee of this product for consideration and may include, but is not limited to the following: use of the product or its components in manufacturing; use of the product or its components for therapeutic, diagnostic, or prophylactic purposes; resale of the information or data developed from the product for research and development applications in a service business; or resale of the product or its components, whether or not such product or its components are resold for use in research.

For products that are subject to multiple limited use label licenses, the most restrictive terms apply (ONLY APPLIED TO tGFP or FP602 containing cell lines). These products contain a proprietary nucleic acid coding for a proprietary fluorescent protein intended to be used for "**research purposes only**". No rights are conveyed to modify or clone the gene encoding fluorescent protein contained in this product, or to use the gene or protein other than for non-commercial research. Innoprot will not assert a claim against the buyer of infringement of patents owned or controlled by Innoprot which cover this product based upon the manufacture, use or sale of a therapeutic, clinical diagnostic, vaccine, or prophylactic product developed in research by the vendee in which this product or its components has been employed, provided that neither this product nor any of its components is used in the manufacture of such product. For information on purchasing a license to this product purposes other than research, contact Business Development Department, Innoprot, Parque Tecnológico Bizkaia, Edf. 502, 1ª Planta, 48160 – Derio, Spain. Phone: +34 944005355, Fax: +34 946579925, e-mail: innoprot@innoprot.com.

The undersigned accepts (also on behalf of his institution) the above conditions.

Type or printed name of recipient

Date

Signature

Company/University