

Product Terms and Conditions for GE Healthcare Dharmacon Products

GE Healthcare Dharmacon, Inc. ("Dharmacon"), hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Product(s)") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Terms"). These Terms, together with Dharmacon's quotation ("Quote") (if any) and Additional Terms (if any) explain and create the contractual agreement between Dharmacon and Buyer regarding Dharmacon's provision and Buyer's use of the Products ("Agreement"). The Agreement between Dharmacon and Buyer is created when Dharmacon accepts Buyer's order, either by sending a written confirmation, or by shipping the Product or otherwise initiating action to provide what Buyer has ordered. The Agreement is between Buyer and the Dharmacon entity that appears on the Dharmacon order confirmation or invoice. Dharmacon's duties and obligations under these Terms, including but not limited to invoicing and payment processing, may be performed by any Dharmacon affiliate.

If Buyer has any questions regarding the Agreement, please contact Dharmacon at 800-235-9880 or cs.dharmacon@ge.com. Dharmacon may amend these Terms or Additional Terms at any time by posting amended Terms or Additional Terms on the web site. The amended or updated Terms or Additional Terms will be effective upon the date of posting, or such later date specified therein, and will apply to purchase(s) of Products beginning with such effective date. Dharmacon may add, delete, modify or substitute the Products offered on the web site, the pricing for such Products or any other web site content in Dharmacon sole discretion at any time. Buyer's use of the web site signifies Buyer's legal and binding acceptance of the Agreement, Dharmacon's privacy policy, and any other agreement related to Buyer's use of this web site.

1. Buyer's Permitted Uses and Restrictions on Such Use. Unless otherwise set forth in the Additional Terms or the Product documentation, all Products delivered hereunder are solely for internal research and development use. Products are not tested and may not be used for IND-enabling toxicology studies, diagnostic, therapeutic or other commercial purposes and may not be administered to humans for any purpose, or to animals for diagnostic or therapeutic purposes. It is solely Buyer's responsibility to make sure the Products are suitable for Buyer's particular use and no claim of suitability for use in applications regulated by FDA is made. **Buyer represents and warrants that Buyer complies with all biosafety containment guidelines, requirements, and procedures applicable to the Products in Buyer's facility and jurisdiction.** Additionally, Buyer is solely responsible for making sure Buyer's use of the Products complies with applicable laws, regulations and governmental policies. Buyer must obtain all necessary approvals, intellectual property rights, licenses and permissions Buyer may need. The right to use the Product does not, in and of itself, include or carry any right of the Buyer to any technology or intellectual property of Dharmacon other than that expressly provided herein and in the Additional Terms. Buyer may not reverse engineer, using sequencing or otherwise the Product. Buyer will not modify, change, remove, cover or otherwise obscure any Dharmacon brands, trade or service marks, or that of Dharmacon's affiliates on the Products.

With respect to research use, Buyer may transfer the Product to a bona-fide third party with whom Buyer has entered a written collaboration agreement for use of the Product in a collaborative research project, provided that: (i) such collaborator agrees to be bound by the restrictions contained in these Terms regarding use, intellectual property rights and confidentiality and (ii) Dharmacon's performance guarantee (if any) will not apply to any transferred Product, and Dharmacon may decline to provide technical support for transferred Product(s). Buyer will not resell, transfer or distribute any Product either as a stand-alone product or as a component of another product without a valid, written distribution agreement in place between Dharmacon and Buyer.

2. Prices and Taxes. All quoted prices are valid for the period in the Quote. All other prices are as set forth on the Dharmacon website and are subject to change with or without notice. Prices are exclusive of any duties, value added or other taxes. Prices do not include any taxes (including VAT), duties, levies or other government fees that may apply. If they apply, it will be Buyer's responsibility to pay them. If Dharmacon pays them, Dharmacon will add them to Buyer's invoice. Buyer is also responsible for standard delivery and handling charges. Dharmacon will also add these charges to Buyer's invoice.

3. Payment. Payment is due thirty (30) days from the invoice date. An interest charge equal to one and one half percent (1.5%) per month or the maximum interest rated permitted under applicable law will be added to any amounts not paid when due, calculated on a day-to-day basis until the actual date of payment. If the Dharmacon's invoice is silent as to payment address, please forward payment to: Dharmacon, Inc., 13930 Collections Center Drive, Chicago, IL 60693. Dharmacon reserves the right, in its sole discretion, to modify payment terms from any Buyer.

4. Delivery and Shipment. Once Dharmacon confirms Buyer's order, Buyer cannot cancel it without the approval of Dharmacon (cancellation charges may apply). Delivery terms will be FCA shipping point (Incoterms 2010), unless otherwise noted. Products will be shipped via carrier selected by Dharmacon. Title and risk of loss for the Products will pass to Buyer upon delivery to the carrier. Delivery dates are approximate, failure to deliver by any specified date will not be sufficient cause for cancellation by Buyer of its order, nor will Dharmacon be liable for any damages or losses arising out of delays in delivery. Dharmacon may deliver Products in installments and invoice separately for each delivery. If a shipment is delayed at Buyer's request, Buyer will reimburse Dharmacon for all costs associated with such delay. Special packaging requirements, if agreed to in writing by Dharmacon, will be at Buyer's expense. Orders are shipped Monday through Friday via carrier at Dharmacon's sole discretion.

5. Inspection and Returns. Buyer will be responsible for inspecting all Products shipped hereunder, and Buyer will give Dharmacon written notice of non-conforming or damaged Products within ten (10) days following receipt. If Buyer fails to notify Dharmacon of non-conformance within such 10 day period, the Products will be deemed accepted by the Buyer. However, such acceptance will not be considered a waiver under the warranty provided in the Agreement. Custom Products may not be returned. Dharmacon may, in its sole discretion, authorize Product returns. Except for defective Products covered under the above warranties or Dharmacon shipment errors, Buyer may not return Products to Dharmacon unless Buyer makes a return request within 30 days after Buyer receives the Products and Dharmacon, in its sole discretion, consents to the return in writing by issuing a return authorization number (obtained from Dharmacon's customer services department). Dharmacon will not consent to returns for shipments of Products:

(1) made from the wrong Product lot number when Buyer does not specify, at the time of placing the order, the specific lot number on reserve for Product from which the order must be fulfilled; (2) made with inadequate import documentation for shipments to destinations outside of the United States if Dharmacon has complied with Buyer's prior import instructions; (3) with expiration dates sooner than a particular date if Buyer's does not specify that date at the time of placing the order; (4) that have already expired or that are within 60 days of expiration; or (5) that are Custom Products or that otherwise are custom manufactured. If a return is authorized, then Buyer will return the Products to Dharmacon within 10 days after authorization indicating the return authorization number; shall ship the Products DDP (Incoterms 2010 and shall pay Dharmacon a processing charge of US \$50.00 or 25% of the sales price, whichever is greater. Dharmacon will give Buyer a credit for returned Products only if Dharmacon receives the Products, inspects them and deems the Products to be re-saleable, in Dharmacon's sole discretion.

6. Limited Warranties. Unless a different written warranty is included with product literature or set forth herein, Dharmacon warrants solely to the Buyer that the Products materially conform to Dharmacon's published specifications for such Products at the time of order submission. The warranty period is from the time Dharmacon delivers the Product until the earlier of either the Product's expiry or "use by" date or its specified number of or 12 months from the date Dharmacon delivers the Product. DHARMACON, ITS AFFILIATES AND DISTRIBUTORS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY AND NON-INFRINGEMENT. THIS LIMITED WARRANTY PROVIDED HEREIN DOES NOT APPLY TO ANY DEFECT CAUSED BY FAILURE TO PROVIDE A SUITABLE STORAGE, USE OR OPERATING ENVIRONMENT; USE OF NON-RECOMMENDED REAGENTS OR BIOCHEMICALS; THE USE OF ANY PRODUCT FOR A PURPOSE OR IN A MANNER OTHER THAN THAT FOR WHICH THEY WERE DESIGNED; MODIFICATIONS DONE BY BUYER; OR ANY OTHER ABUSE, MISUSE OR NEGLIGENCE OF THE PRODUCTS BY BUYER. Any model or sample furnished to Buyer is merely illustrative of the general type and quality of goods and does not represent that any Product will conform to such model or sample. The warranty provided herein is valid only when used by properly trained individuals. All technical advice, documentation and information provided by Dharmacon, whether by phone, e-mail, website or any other channel is provided "AS IS" and without any warranty of any kind. It is the responsibility of the Buyer to determine if a Product is suitable for a specific purpose and to apply the necessary safety precautions. Buyer's exclusive and sole remedy under this warranty is: (i) repair or replacement of the Product that failed to conform to the warranty above or (ii) at Dharmacon's option or, where applicable, at Dharmacon's distributor's option, a credit for that portion of the Product which is not conforming.

7. Custom Products. If Buyer desires to purchase Custom Products and if Dharmacon, in its sole discretion, is willing to consider the same, then Dharmacon will prepare a written proposal for the price indicated, either as part of a Quote, part of a bid submission or otherwise for such Custom Products. Any change to specifications requires a new Quote. Orders for Custom Products may not be cancelled after 48 hours of order placement. Buyer is responsible for obtaining and hereby represents and warrants to Dharmacon that it will have obtained, as of the order date for the Custom Products, all third party required consents, intellectual property rights, approvals and/or licenses necessary for Buyer fulfill its obligations hereunder with respect to the Custom Products ("Consents"). Dharmacon is relieved of the performance of any obligations hereunder that may be affected by Buyer's failure to obtain Consents. By submitting an order for a Custom Product, Buyer represents and agrees that Buyer has provided Dharmacon with all information that Buyer is aware of regarding any biological, radiological and chemical hazards associated with the handling, transport, exposure or other usage of the materials Buyer supplies to Dharmacon. Dharmacon may market and make generally available for commercial sale to its other customers and collaborators through its normal distribution channels the Custom Products which do not reference or require the use of Buyer's proprietary or confidential information including but not limited to Custom Products targeted toward Buyer's non-proprietary genes at any time, or for Buyer's proprietary target genes immediately upon the occurrence of any of the following: (i) two (2) or more additional customers have asked Dharmacon for Products directed toward the same target gene, (ii) a competitor of Dharmacon lists gene silencing or related products directed toward the same target gene on their public web site or catalog, or (iii) Dharmacon releases the Custom Products as part of a group of related products for a large gene set or biological pathway. Notwithstanding anything to the contrary, Dharmacon will not disclose to any third party any proprietary target genes that Buyer has supplied to Dharmacon, unless Dharmacon receives the prior written consent of Buyer. "Custom Products" means Products which are customized or have specifications that differ in any respect from Dharmacon's standard or off-the-shelf Products or that are made, manufactured or packaged to mutually agreed upon written specifications. Dharmacon may decline or stop the design or manufacture of Custom Products, at any stage of the design or manufacture process, if the Custom Product is deemed by Dharmacon to be commercially impractical. If that is the case, Dharmacon will notify Buyer as soon as possible and Buyer will not be obligated to pay any fees for any expenses incurred by Dharmacon in connection with a declined product. If Buyer has requested the use of specified components, sources, brands or materials ("Specified Components") in the manufacture or assembly of Custom Products, Custom Products which include Specified Components may be subject to price increases at any time, before or after the issuance of a Quote due to changes in the Specified Component's prices. Dharmacon will not be obligated to provide quantities of Custom Product incorporating Specified Components due to a failure of such Specified Component. Buyer represents and warrants that the inclusion of the Specified Component in a Custom Product will not infringe any third parties' rights and will indemnify and hold harmless Dharmacon from any such claims.

8. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF DHARMACON UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF DHARMACON FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH WILL BE AS PROVIDED UNDER SECTION 6 ABOVE)) WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE PAID BY CUSTOMER TO DHARMACON WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL DHARMACON BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR PERFORMANCE OF ANY PRODUCTS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL, ANTICIPATED OR OTHERWISE), REGARDLESS OF WHETHER DHARMACON (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT. This limitation of liability does not limit Dharmacon's liability for death or personal injury caused by Dharmacon's negligence or any other liability that cannot be excluded by law.

9. Intellectual Property Rights; Limited License. Buyer acknowledges and agrees that all intellectual property rights in the Products and in any Dharmacon technology, intellectual property and know-how used to make or useful for the manufacture or use of the Products will at all times remain vested in Dharmacon and its licensors. Nothing in these Terms will be construed as granting Buyer any rights to manufacture, license or alter the Products, their marking and labeling. No license or patent rights are granted by Dharmacon, except those indicated on the Additional Terms, on the Product or in the Product manual or documentation. Dharmacon reserves the right to change the specifications of the Products, or to discontinue any Products at any time without notice.

10. Technical Advice. At Buyer's request, Dharmacon may furnish technical assistance, advice and information with respect to the Products at the Buyer's risk. It is expressly agreed that Dharmacon is under no obligation to provide such assistance or information and that any assistance or information that is provided will be subject to the warranty disclaimers set forth above. Dharmacon will not be liable to Buyer for any technical assistance or information related to the Products given by Dharmacon or any suggestions by Dharmacon regarding the use, selection, application or suitability of Products.

11. Confidentiality. Buyer agrees that all pricing, discounting and technical information that Dharmacon provides to Buyer is the confidential and proprietary information of Dharmacon. Buyer agrees to (i) keep such information confidential and not disclose such information to any third party, and (ii) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein will restrict the use of information which is available to the general public.

12. Indemnity. To the extent allowed by applicable law, and except where a claim arises as a result of Dharmacon's gross negligence or willful misconduct or that of its affiliates, the Buyer will indemnify, defend and hold harmless Dharmacon, its officers, agents, employees, distributors and affiliates ("Indemnified Party") for any claim, loss, damage, expense or other liability (including reasonable attorneys' fees and costs) which may be made against an Indemnified Party as a result of the Buyer's acts, omissions, use of the Product or Dharmacon's compliance with any instructions provided by Buyer.

13. Governing Law. The Agreement is governed and construed in accordance with the laws of the country and state of Dharmacon's business address on the invoice notwithstanding its conflicts of laws provisions. The U.N. Convention on contracts for the International Sale of Goods is expressly disclaimed and excluded. In the event of legal proceedings between the Buyer and Dharmacon regarding the Products or the Agreement, the parties expressly agree to waive any right they may have to a trial by jury. Sole and exclusive jurisdiction for any action or proceeding arising out of, or related to, the Agreement will be the Federal court located in the city, state and country of Dharmacon's business address on the invoice. Any cause of action brought by Buyer, with respect to the Agreement, must be commenced within one (1) year after the claim or cause of action arises.

14. Export Control. The Products and information provided by Dharmacon to Buyer are subject to United States, European Union and other jurisdictional export-control laws and regulations. Buyer may not, directly or indirectly, import, sell, export, re-export, transfer, divert, or otherwise dispose of any such Product or information (including products derived from or based on the Products or information) to any destination, entity, or person prohibited by United States, European Union or jurisdictional laws or regulations.

15. Purchases for the U.S. Government. If Buyer is placing an Order for the U.S. Government or in support of a contract with the U.S. Government, Buyer agrees that the Products purchased are "commercial items" as that term is defined in the Federal Acquisition Regulations ("FAR"). If Buyer is an employee or other authorized buyer placing an order in the name of the U.S. Government and Buyer's order is less than or equal to \$2500, then Buyer agrees that only the Agreement applies to the order. If Buyer's order is greater than \$2500, then Buyer agrees that the order is subject to FAR Part 12, and pursuant to FAR 12.302, only those mandatory provisions of FAR 52.212-4, as well as FAR 52.222-3, FAR 52.225-13, FAR 52.233-3, and the Agreement applies. If Buyer is a government contractor placing an order in support of a contract with the U.S. Government, Buyer agrees that only those provisions in FAR 52.244-6 as well as the Agreement applies to Buyer's Order. All other terms and conditions are expressly rejected. In the event of a conflict between the FAR provisions referenced herein and the Agreement, the Agreement will take precedence.

16. Medicare/Medicaid Reporting Requirements. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish 'Safe Harbor' for discounts. Buyer shall make written request to Dharmacon in the event Buyer requires additional information from Dharmacon in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Dharmacon's agreement to provide Products and that Dharmacon would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

17. Miscellaneous. The Agreement and associated documents identified herein constitutes the entire agreement between Dharmacon and Buyer with respect to Buyer's use and purchase of Products hereunder, except as the foregoing (i) may be amended from time to time by Dharmacon with or without notice, or (ii) as related to Buyer's purchase of Products, may be superseded by any express conflicting terms or supplemented by any express additional terms in a separate written contract signed by authorized representatives of Dharmacon and Buyer. No representative of Dharmacon or its distributor may create, modify or expand warranty provisions or remove any disclaimers applicable to the Products or make any representations as to the Products without a written agreement signed by an authorized representative of Dharmacon. Any such representation, creation, modification, removal or expansion, if made, should not be relied upon by Buyer and will not form a part of the Agreement. The performance of Dharmacon of any covenant or obligation on its part to be performed under any agreement with Buyer will be excused by floods, strikes, or other labor disturbances, riots, fires, accidents, wars, embargoes, delays of carriers, failure of power, or of regular sources of supply, acts, injunctions, or restraints of government, or any other cause preventing such performance, beyond Dharmacon's reasonable control. Buyer and Dharmacon are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by the Agreement. In the event that any one or more provisions contained herein will be held by a court of competent jurisdiction to be invalid, illegal or

unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will remain in full force and effect, unless the revision materially changes the bargain. Dharmacon's failure to enforce, or Dharmacon's waiver of a breach of, any provision contained herein will not constitute a waiver of any other breach or of such provision. Any notice or communication required or permitted hereunder will be in writing and will be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. If a purchase order, sales acknowledgment, invoice, or other document submitted to Dharmacon by Buyer contains terms or conditions conflicting with, or in addition to, the Terms, Dharmacon hereby rejects such terms and conditions, and the Terms will prevail unless otherwise expressly agreed to in writing by Dharmacon. If any terms within the Agreement documents conflict with each other, the following will be the priority in descending order: a negotiated, written master supply agreement between the parties (if any), Additional Terms, a Quote, and finally these Terms.

ADDITIONAL TERMS

siRNA Products

Library Sequences are provided to Buyer solely to enhance their research using the siRNA Products provided by Dharmacon. "Library Sequences" means the Dharmacon-provided CD or electronic file containing the sequences of the Whole Genome Human or Mouse siRNA Library. The Library Sequences are provided "as-is" with no warranty. Buyer will use the Library Sequences solely for the following purposes: (i) data analysis; (ii) screen annotation; (iii) hit follow up; (iv) hit stratification (v) off-target predictions, (vi) design of mismatch controls and (vii) other similar research purposes (the "Purpose"). Buyer will not (a) use the Library Sequences for any commercial or other purpose not stated above or (b) attempt to reverse engineer the algorithm used to generate the sequences. Buyer may copy the CD or electronic file on to no more than three (3) Buyer computers (with restricted or password access). In cases where analytical tools are only available on a server, the sequences may be copied to that server if it is password protected and not otherwise accessible to the broad institute members or general public. In all other cases, the Library Sequences may not be stored on a Buyer server or intranet that lacks password protection. Buyer may not transfer the CD or disclose the Library Sequences (or any subset thereof), or information based on whole sequence set analysis to the public generally or to any third party without Dharmacon's prior written consent. Buyer may: (x) publish up to 200 gene sequences, identified in a screening, per journal publication, with prior notice to Dharmacon (but approval will be granted automatically); (y) share the Library Sequences with a bona fide academic research collaborator after Buyer has provided Dharmacon with details about the purpose of the collaboration and collaborator, and after Buyer has obtained Dharmacon's permission for the transfer, provided that Buyer agrees to transmit the Agreement, including these Additional Terms to such collaborator prior to disclosing Library Sequences; (z) disclose information that is related to the annotation process, summary information about the Library Sequences or hit analyses derived from annotation of the Library Sequences) that does not rely on an examination of the specific siRNA duplexes or SMARTpool reagents that comprise the Library Sequences. Buyer will inform Dharmacon in writing of any new inventions related to the Library Sequences based on sequence data analysis of a bioinformatics nature (i.e., not related to hits or new genes). The Buyer and its staff conducting research with the Library Sequences will communicate the permitted uses, restrictions on use and restrictions on transfer or disclosure to his or her research team, including graduate students, post-doctoral fellows, and guest researchers.

Buyer may create vectors or plasmids into which they have cloned DNA, which codes for siRNA Product(s), to allow for *in vivo* expression of such siRNA Product(s) solely for their internal research use, but Buyer may not distribute such plasmid or vectors to any third parties. Notwithstanding any representation to the contrary by any employee, agent, affiliate or distributor of Dharmacon, Dharmacon expressly denies any and all warranties related to the siRNA Product if Buyer uses them in vectors or plasmids.

Dharmacon has the following licenses covering one or more of the Products which are or include siRNA: (i) a co-exclusive license from The Massachusetts Institute of Technology ("MIT") under US Patents 7,056,704 and 7,078,196 and various U.S. Patent Applications, European Patent Applications and PCT Patent Applications for Buyers' research use only; (ii) a non-exclusive license from The Carnegie Institution of Washington ("Carnegie") under US Patent 6,506,559 and related foreign counterparts to make, use and sell the Products provided hereunder for non-commercial, internal research purposes only; (iii) a non-exclusive license from Isis Pharmaceuticals Inc. ("Isis") under U.S. Patents 5,670,633, 6,005,087, 5,670,633, 6,005,087 and 6,476,205 to make, use sell, distribute and export certain chemical modifications that may be present on the Products, which may be used by Buyer solely for research use (including internal gene function, gene expression and target validation research) in accordance with these Additional Terms; (iv) a non-exclusive license under European Patents 1144623 B1, 1214945 B1 and foreign equivalents from Alnylam Pharmaceuticals, Inc., ("Alnylam") for use only in academic and commercial research whose purpose is to elucidate gene function, including research to validate potential gene products and pathways for drug discovery and development and to screen non-siRNA-based compounds (but excluding the evaluation or characterization of this product as the potential basis for a siRNA-based drug) and not for any other commercial purposes.

Dharmacon's Licenses from MIT, Isis, Alnylam, Epoch and Applera confer upon the Buyer limited and restricted rights to use the Products in accordance with the terms set forth in these Additional Terms or in the applicable Product instruction sheet, and in the Agreement generally. It is the responsibility of Buyer to familiarize with the provided patent, license and intellectual property information. Buyer is encouraged to contact licensors from the provided list if the contemplated use of the Products is in any way outside of the express limited license terms, particularly if use is of a therapeutic nature. Buyer's use of some Products may necessitate the procurement of a separate license from third parties. Buyer will be fully responsible for determining whether and from which third party it requires any such license and for the procurement of such license. Except as provided expressly herein, no license to any Dharmacon technology, intellectual property or know-how, is conveyed or implied as a result of the provision of any Products to Buyer hereunder. The Library Sequences are considered Dharmacon's intellectual property and Confidential Information under the Agreement and no transfer of ownership of the Library Sequences is made or intended by Dharmacon.

A fee of ten percent (10%) per oligonucleotide, plus ten percent (10%) of the cost for each additional service requested (i.e., gel purification, dye labeling, etc.) will apply if the order is canceled after order confirmation. A fee of seventy-five percent (75%) per oligonucleotide will apply if the order is canceled after oligonucleotide synthesis has begun.

PCR Research Products

Dharmacon has and extends to each Buyer who purchases a Product which is a Solaris primer/probe set the following licenses: a non-exclusive license from Epoch Biosciences Inc. ("Epoch") under U.S. Patents 5,801,155; 6,127,121; 6,312,894; 6,426,408; 6,485,906; 6,492,346; 6,660,845; 6,727,356; 6,030,787; 5,723,591; 5,876,930 and RE 38,416 and corresponding foreign patents to use the Products in an assay in which the detection of a nucleic acid sequence does not include the cleavage of a nucleic acid probe, and the data generated by use of the Product, solely for its internal research purposes involving hybridization-based analysis of nucleic acids in the ordinary course of Buyer's normal internal research activities, including clinical

trials. Dharmacon has and extends to each Buyer who purchases a Product which is a Solaris master mix the following licenses: a non-exclusive license from F. Hoffmann-La Roche, Roche Molecular Systems, Inc. through Applera Corporation ("Applera") under U.S. patents 6,127,155; 5,677,152 (claims 1 to 23 only); 5,773,258 (claims 1 and 6 only); 4,889,818; 5,079,352 and corresponding foreign patents, to use the Products for Buyer's own internal research and not for any commercial purposes. In addition, Buyer agrees and understands it is not licensed under these Additional Terms to: (a) provide commercial services; (b) provide commercial data or databases to or on behalf of any third party that relate to use of the product; or (c) use the product or data there from in a clinical diagnostic setting where data from an individual's sample is given to such individual or their caregiver. Further information on purchasing commercial or diagnostic use licenses may be obtained by contacting Applera at Director of Licensing, Applied Biosystems, 850 Lincoln Centre Drive, Foster City, California 94404, USA. Information about licenses for commercial use (including discovery and development of siRNA-based drugs) is available by contacting Alnylam at 300 Third Street, Cambridge, MA 02142, USA.

shRNA and Gene Expression Products

1. Buyer's Permitted Uses and Restrictions on Such Use

Sale or transfer of shRNA and Gene Expression Products and Derivative Materials to any third party is strictly prohibited. Derivative Materials means materials created using the shRNA and Gene Expression Products, including but not limited to shRNA and Gene Expression plasmids, genomic DNA, cells or cell pellets containing shRNA and Gene Expression Products, engineered cell lines, transgenic animals, nucleic acid probes complementary to shRNA and Gene Expression sequences, lentiviral particles, other viral and non-viral vectors containing all or part of shRNA and Gene Expression sequences, and printed microarrays comprising nucleic acid probes complementary to shRNA and Gene Expression Product sequences. Buyer may not place shRNA and Gene Expression Products, or any Derivative Materials created using the shRNA and Gene Expression Products with any bank or repository, whether the organization managing such bank or repository is a For-profit or Non-profit entity, for the purpose of allowing third-party access to the Products and Derivative Materials without written permission from Dharmacon. The provision of Screening Services for any third parties is strictly prohibited. Screening Service means the use of the shRNA and Gene Expression to perform a service, whether for profit or cost recovery, whereby the shRNA and Gene Expression are utilized, whether singularly, in arrays or in pools, to determine those genes involving the determination of cellular phenotypes, reporter activity, protein interactions, small molecule interactions, alterations of protein levels, mechanism of actions or other measurements of gene activity or function.

2. The shRNA and Gene Expression Products, use and applications, are covered by pending and issued patents. The following Label Licenses govern all use of the shRNA and Gene Expression Products. It is each Purchaser's responsibility to determine if patent or other intellectual property rights held by third parties may restrict the use of Products for a particular application.

Cold Spring Harbor Laboratories

This Product is covered by US and foreign patent applications or patents and other proprietary intellectual property rights owned by CSHL ("CSHL shRNA IP Rights"), including U.S. Patent Nos. 8,153,776 and 8,202,846, and EP1546174.

Subject to acceptance and all terms and conditions of this License, sale of the Product to Buyer by Dharmacon (acting under its license from CSHL, an "Authorized Sale") conveys to Buyer only the nonexclusive, nontransferable right under the shRNA IP Rights to use the Product solely for Customer's internal research purposes, and only at its facility where the Product is delivered by Dharmacon.

Buyer obtains no right to sublicense its rights, or to use the product or its components for the benefit of any third party (including without limitation, using the Product in connection with providing services to any third party or generating commercial databases). The Product may not be used *in vitro* or *in vivo* for any diagnostic, preventative, therapeutic or vaccine application, or used (directly or indirectly) in humans for any purpose. Buyer may not isolate, extract, reverse engineer, derive, copy or separately use any component of the Product (such as, for example, any shRNA component) for any purpose.

Non-Profit Buyers. If Buyer is a Non-Profit Entity, then the following additional restrictions shall apply:
Customer obtains no right to use, develop or otherwise exploit the product for any commercial purpose.

Commercial Buyers. If Buyer is a Commercial Entity, then the following additional restrictions shall apply:
A Product sale is an Authorized Sale only if Buyer has already entered into a separate written agreement that has been executed by CSHL, that covers the CSHL shRNA IP Rights, and that is then currently in effect. Any delivery or transfer of Product to Customer outside of an Authorized Sale is void, conveys no implied or express right under this license and Customer shall immediately return Product to Dharmacon for a refund.

"Commercial Entity" means any entity or organization other than a Non-Profit Entity.

"CSHL" means Cold Spring Harbor Laboratory.

"Non-Profit Entity" means any college, university or governmental entity (including without limitation, governmental and quasi-governmental institutes and research laboratories), or any non-profit scientific, research or educational organization that is of the type described in section 501(c)(3) of the Internal Revenue Code or that is qualified under a state non-profit organization statute.

"Product" means a product (including, without limitation, expression vectors encoding a shRNA, the design, manufacture or use of which (in whole or in part) is the subject of the shRNA IP Rights, and is deemed to include all components, progeny, reproductions, modified versions and other derivatives thereof.

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Oxford Technology

PCT application (filing date)	Priority Application(s) (filing date)	National Application	Issued Patents
	US 07/586,603 (21 Sept 1990)	US 08/361,839	5,817,491
PCT/US91/05699 (9 Aug 1991)	US 07/658,632 (19 Feb 1991)	EP 91915104.3 JP 3-514518 AU 84302/91 CA 2,104,396	0572401 3547129 663470 2,104,396
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Benitec Technology Licensed Patents

Named Inventor	Title	Patent No Application No.	
Graham/Rice	Control of Gene Express	ZA 2000/4507*	HK 01105904.3*
		AU2001100608*	HU P0101225*
		SG75542*	IN 2000/00 169/DEL*
		US 6,573,099*	JP P2000-537990
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		CA 2323726*	SG200205122-5*
		CB 99804255-2*	US 09/646807*
		CZ PB2000-3346*	PP2492/98*
		EP 99910039.9*	AUPP2499/98*
Graham/ Rice/ M/ R	Genetic Silencing	US10/646,070	US 10/821,710*
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		AU 2003906281	AU 2004902279
		AU 2003906281	PCT/AU04/000759
		US 10/861,191	
Grahm, et al.	Double-Stranded Nucleic Acid		

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