

NON-COMMERCIAL USE LICENSE AGREEMENT FOR NON-PROFIT ORGANIZATIONS

By opening the containers or using the products accompanying this agreement, you accept the terms and conditions below.

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY: This Non-Commercial Use License Agreement (“Agreement”) is the legal agreement between you, your Not For-Profit Organization (hereinafter collectively “Licensee”) and Takara Bio USA, Inc., (formerly Clontech Laboratories, Inc., hereinafter “TBUSA”) for the non-commercial use of the fluorescent protein products purchased hereunder (hereinafter “FPs”).

AS A CONDITION OF SALE OF THE PRODUCTS AND PRIOR TO USING THE PRODUCTS OR OPENING THE PACKAGING ENCLOSING SAME, LICENSEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO BE BOUND BY ALL OF THE FOLLOWING TERMS AND CONDITIONS, LICENSEE SHALL RETURN ALL PRODUCTS TO TBUSA FOR A FULL REFUND.

1. **FPs Are For Non-Commercial Use Only.** Licensee shall use the FPs solely for the purpose of conducting internal, non-commercial scientific research in Licensee’s laboratory within Licensee’s Not For-Profit Organization (hereinafter, such activities defined as “Research”), provided that Research does not include any right to make any deliberate or intentional modifications of any FP that results in a Modified FP (defined below). TBUSA hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable and limited license under the Patent Rights (defined below) to use the FPs purchased hereunder solely for Research in accordance with the terms of this Agreement. Licensee may allow its employees and/or students access to the FPs for purposes consistent with this agreement, provided however, that prior to providing such access, Licensee will advise such individuals of the proprietary nature of the FPs. Licensee shall remain liable for the actions of such individuals.
2. **Modified FP.** Licensee shall not make any deliberate or intentional modification to any FP that results in such FP having altered spectral or biological properties (“Modified FP”), including but not limited to alterations in: half-life of either mRNA or protein, absorbance or emission spectra, brightness, propensity to aggregate or oligomerize, or biocompatibility of the FP in a cell, tissue or organism; provided, however, that Modified FPs shall not include fusion proteins made solely by fusing of a peptide-expressing nucleic acid sequence to the coding region of a FP or the cloning of a promoter element in front of the coding region of an FP. Any Modified FP made in breach of this Agreement or incidentally through Licensee’s use of the FP under the terms of this Agreement shall be owned by TBUSA and Licensee hereby assigns to TBUSA any and all rights in and to such Modified FP. At no additional cost to TBUSA, Licensee shall reasonably assist TBUSA in the perfection and enforcement of such rights.
3. **Disclosure.** Licensee shall promptly and fully disclose to TBUSA in writing any Modified FP that results from Licensee’s use of any FP, whether made in breach of this Agreement or incidentally through Licensee’s use of FPs under the terms of this Agreement, including modifications to DNA, RNA, or protein.
4. **Prohibited Uses.** Licensee shall not:
 - i. Offer the FP or any component, derivative or modification of any FP for resale; or distribute, transfer, loan, or otherwise provide access to the FP or any component, derivative or modification of the FP to any third party for any purpose, including transfer of the FP as a component of a kit;
 - ii. Provide services to a third party using the FP (including screening and profiling services);
 - iii. Use the FPs in any process to manufacture a product intended for sale or commercial use;
 - iv. Authorize any third party to use or sell any FP or derivatives thereof; or
 - v. Use the FPs in quality control and quality assurance processes including food and environmental testing.
5. **Compliance with Laws.** Licensee understands that the FPs are to be used with caution and prudence in any experimental work. Accordingly, Licensee will adhere to all applicable state and federal laws, guidelines and regulations governing research with such materials. Licensee acknowledges that the FPs shall not be used for any experiment or activity where a for-profit organization funds, in whole or in part, such activity or possesses any present or future intellectual property or contract right in such activities. In no event are the FPs to be used for testing in or treatment of humans, including use in *in vitro* or *in vivo* diagnostic testing; or as a drug. Licensee shall bear all risk to Licensee or any others resulting from Licensee’s use of the FPs.
6. **Property Rights.** TBUSA and its licensors reserve all of their rights not expressly granted herein and no implied or other licenses are granted. The FPs are provided under at least one of the patents or patent applications listed on Attachment A. The patents and applications listed on Attachment A, any and all patents and applications for patents issuing thereon or claiming priority thereto, any foreign counterparts thereof, and all divisions, continuations, continuations-in-part, substitutions, extensions, reissues, reexaminations, renewals for any such patents and patent applications, or any equivalents thereof, shall be herein collectively referred to as “Patent Rights”. Without limiting the foregoing, Licensee expressly recognizes the exclusive ownership and right of TBUSA in and to all names and trademarks associated with any of the FPs, including but not limited to the Living Colors® trademark.
7. **Indemnification.** Licensee will defend, indemnify and hold TBUSA and its licensors (collectively, the “Indemnified Parties”) harmless against any and all liability, damages, losses, claims, suits, proceedings, demands, recoveries or expenses, including reasonable attorneys’ fees and expenses, incurred or rendered against the Indemnified Parties (collectively, the “Indemnified Losses”) arising out of or in connection with this Agreement, including without limitation Indemnified Losses resulting from any and all uses by the Licensee, Licensee’s employees, students or other agents, of the FPs and any materials derived therefrom.
8. **Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TBUSA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TBUSA MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALIDITY OR SCOPE OF ANY PATENT RIGHTS OR THAT THE USE OF THE FPs OR PATENT RIGHTS WILL NOT INFRINGE ANY PATENT OR

NON-COMMERCIAL USE LICENSE AGREEMENT FOR NON-PROFIT ORGANIZATIONS

OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, AND TBUSA EXPRESSLY DISCLAIMS ANY LIABILITY THEREFOR.

9. **Right To Publish.** Licensee shall have the right to publish scientific articles and give public presentations stemming from Licensee's use of the FPs within the scope of this Agreement, excluding any results that report on the development and/or use of a Modified FP. In all such publications, Licensee agrees to acknowledge TBUSA as the source of the FPs.
10. **Term.** This Agreement shall commence upon opening of the product packaging or initial use of the FPs (the "Effective date") and continue in full force as long as Licensee uses the FPs during the term of the Patent Rights in compliance with the terms and conditions of this Agreement. Without limiting its other rights and remedies, TBUSA shall have the right to terminate this Agreement for any breach or default by Licensee that is not cured within thirty (30) days after a written notice from TBUSA describing such breach or default.
11. **Effects Of Termination.** Upon Termination of this Agreement, Licensee must return or destroy all FPs in Licensee's possession. Licensee may no longer use the FPs. The rights and obligations under Sections 2, 3, 6, 7, 8, 9, 12, 13 and 15 shall survive any termination of this Agreement.
12. **No Assignment.** This Agreement is not transferable or assignable by Licensee.
13. **Governing Law.** All matters affecting the interpretation, validity, and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of law principles. The parties hereby irrevocably consent to the personal jurisdiction of the United States Federal District Court for the Northern District of California or state courts located in Santa Clara County in California.
14. **Severability.** If any of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.
15. **Entire Agreement.** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and all prior agreements, understandings or representations whether expressed orally or in writing are void.

NON-COMMERCIAL USE LICENSE AGREEMENT FOR NON-PROFIT ORGANIZATIONS

ATTACHMENT A - Patent Rights

Application Serial No./ Patent No.	Title of Application
US 6,956,112	Rapidly Degrading GFP-Fusion Proteins and Methods of Use
US 6,969,597	Nucleic Acids Encoding Non Aggregating Fluorescent Proteins and Methods for Using the Same
US 7,150,979	Nucleic Acids Encoding Non-Aggregating Fluorescent Proteins and Methods for Using the Same
US 7,157,565	Far Red Shifted Fluorescent Proteins
US 7,166,444	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,183,399	Nucleic Acids Encoding Linked Chromo/Fluorescent Domains and Methods for Using the Same
US 7,217,789	Fluorescent Timer Proteins and Methods for Their Use
US 7,258,981	Sensitive Proteasome Sensor Constructs and Methods for Their Design and Use
US 7,338,782	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,338,783	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,338,784	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,338,785	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,344,862	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,442,521	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,442,522	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,537,915	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 7,858,844	Non Aggregating Fluorescent Proteins and Methods for Using the Same
US 8,012,682	Nucleic Acids Encoding Chromophores/Fluorophores and Methods for Using the Same
US 8,093,450	Non Aggregating Fluorescent Proteins and Methods for Using the Same
US 8,431,769	Non Aggregating Fluorescent Proteins and Methods for Using the Same
US 8,679,749	Red Fluorescent Proteins with Enhanced Bacterial Expression, Increased Brightness and Reduced Aggregation
US 11/607,828	Chromophores/Fluorophores and Methods for Using the Same
CA2383642	Anthozoa Derived Chromo/Fluoroproteins and Methods for Using the Same
CA2434737	Non Aggregating Fluorescent Proteins and Methods for Using the Same
EP 1135532	Fluorescent Proteins From Non-Bioluminescent Species of Class Anthozoa, Genes Encoding Such Proteins and Uses Thereof
EP 1334122	Nucleic Acids Encoding Stichodactylidae Chromoproteins
EP 1434483	Nucleic Acids Encoding Linked Chromo/Fluorescent Domains and Methods for Using the Same
JP2003-527833	Anthozoa Derived Chromo/Fluoroproteins and Methods for Using the Same
JP2010-141050	Fluorescent Protein from Non-Bioluminescent Species of Class Anthozoa, Gene Encoding Such Protein and Use Thereof
JP2012-122888	Anthozoa Derived Chromo/Fluoroproteins and Method for Using the Same
JP 4330338	Far Red Shifted Fluorescent Proteins
JP 4618891	Fluorescent Proteins from Non-Bioluminescent Species of Class Anthozoa, Genes Encoding Such Proteins and Uses Thereof
JP 5043287	Nucleic Acids Encoding Linked Chromo/Fluorescent Domains and Methods for Using the Same
JP 5221308	Non Aggregating Fluorescent Proteins and Methods for Using the Same
US 7,432,053	Fluorescent Protein From Aequorea Coerulescens and Methods for Using the Same
US 7,667,016	Fluorescent Protein From Aequorea Coerulescens and Methods for Using the Same
US 7,879,988	Fluorescent Protein From Aequorea Coerulescens and Methods for Using the Same
US 7,897,726	Fluorescent Protein From Aequorea Coerulescens and Methods for Using the Same
AU2003208520	Fluorescent Protein from Aequorea Coerulescens and Uses Thereof
EP 1485481	Fluorescent Protein From Aequorea Coerulescens and Uses Thereof
JP 4510464	Novel Fluorescent Protein from Aequorea Coerulescens and Method for Using Same
JP 5465649	Novel Fluorescent Protein from Aequorea Coerulescens and Method for Using Same

NON-COMMERCIAL USE LICENSE AGREEMENT FOR NON-PROFIT ORGANIZATIONS

RU2330886	New Aequorea Coerulscens Fluorescent Proteins and Their Use
US 8,664,471	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
US 8,679,749	Red fluorescent proteins with enhanced bacterial expression, increased brightness and reduced aggregation
EP 1456223	Rapidly Maturing Fluorescent Proteins and Method For Using the Same
US 14/159,724	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
CA 2467383	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
JP 4700281	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
RU 2330067	Rapidly Maturing Fluorescent Proteins and Methods For Using the Same
US 7,250,298	Monomeric Red Fluorescent Proteins
US 7,671,185	Monomeric Red Fluorescent Proteins
US 7,910,714	Monomeric Red Fluorescent Proteins
EP 1732944	Monomeric Red Fluorescent Proteins
JP 4755174	Monomeric Red Fluorescent Proteins
JP 4755174	Monomeric Red Fluorescent Proteins
US 6,852,849	Non-Oligomerizing Tandem Fluorescent Proteins
US 7,005,511	Fluorescent Protein Variants and Methods for Making Same
US 7,022,826	Non-Oligomerizing Fluorescent Proteins
US 7,157,566	Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making the Same
US 7,329,735	Fluorescent Protein Variants And Methods For Making Same
US 7,332,598	Non-Oligomerizing Tandem Fluorescent Proteins
US 7,393,923	Red-Shifted Fluorescent Proteins mPlum and mRaspberry and Polynucleotides Encoding the Same
US 7,687,614	Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making the Same
US 7,906,636	Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making the Same
US 8,932,859	Methods for Engineering Polypeptide Variants via Somatic Hypermutation and Polypeptides Made Thereby
EP 1494697	Monomeric and Dimeric Fluorescent Protein Variants and Methods for Making Same
JP 4215512	Non-Oligomerizing Tandem Fluorescent Proteins
JP 5265491	Monomeric and Dimeric Fluorescent Protein Variant, and Method for Making the Same