

Non-exclusive Material Transfer Agreement for FLPe Materials

1. General

Gene Bridges GmbH (hereinafter "GENE BRIDGES") located at Im Neuenheimer Feld 584, 69120 Heidelberg, Germany, and the Buyer/Recipient (hereinafter "LICENSEE") desire to enter into an agreement on the transfer of certain recombinase "MATERIALS". GENE BRIDGES has been granted the right to license the MATERIALS from EMBL.

2. Definition of Transferred MATERIALS

The pCAGGS-FLPe MATERIALS (hereafter "MATERIALS") which are the transferred under this agreement and the subject of this Agreement are defined as follows:

FLPe, a site specific recombinase as described in Buchholz et. al. Nature Biotechnology, 16:657-662 (1998).

pCAGGS-FLPe is an unpublished improvement of the FLPe plasmid

Sequences will be provided at the time of provision of the MATERIALS.

3. Scope of Agreement

3.1. GENE BRIDGES grants LICENSEE a world wide, non-exclusive right to use the transferred MATERIALS for non-commercial purposes. Commercial use of the MATERIALS requires a commercial license from Gene Bridges. This Material Transfer Agreement does not allow or include the right to manufacture commercial kits or plasmids for sale based on the use of the transferred MATERIALS.

3.2. Transfer of the MATERIALS to other parties is not permitted except with the prior written consent of GENE BRIDGES.

4. Financial Consideration

There is a one-time payment - please see www.genebridges.com or local distributor for current prices due upon signing of this Agreement. Payment due shall be paid within thirty (30) days upon receipt of an invoice.

5. Intellectual Property Rights

EMBL shall retain ownership title to the MATERIALS material, and any improvements and modifications that might be created exclusively by Gene Bridges. GENE BRIDGES has been granted the right to license the MATERIALS from EMBL.

LICENSEE is allowed to further develop the MATERIALS and all such developments are LICENSEE's Intellectual Property. LICENSEE shall retain ownership title to all such developments that might be created exclusively by LICENSEE, but grant to Gene Bridges a non-exclusive, perpetual, fully paid-up license to the developments and improvements of the MATERIALS, with the right to sub-license.

6. Confidentiality

LICENSEE agrees to respect the confidentiality of GENE BRIDGES intellectual property to which it may gain access. LICENSEE's obligation for confidentiality shall not extend to any information which is or becomes generally available to the public, is already known or subsequently disclosed by third parties to LICENSEE and at its free disposal. Orally given Confidential Information shall be confirmed in writing within 30 working days and shall be marked "Confidential".

7. Use of the Name GENE BRIDGES or EMBL and Citations

LICENSEE is encouraged to use the name GENE BRIDGES in promotional materials in connection with the MATERIALS, GENE BRIDGES agrees not to use to use the name of LICENSEE in publications without prior written consent. LICENSEE agrees to cite the reference in Section 2 in connection with publications on the subject.

8. Warranties and Indemnity

The MATERIALS transferred by GENE BRIDGES is experimental in nature and is provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. GENE BRIDGES makes no representation or warranty that the manufacture or use of the MATERIALS will not infringe any patent or proprietary right of others. GENE BRIDGES does not assume liability for damages occurring through the LICENSEE's use of the transferred MATERIALS.

9. Liability

The maximum liability of each party toward the other hereunder is limited to Euros 2,500 unless the claim is due to intent or gross negligence.

10. Termination

LICENSEE is entitled to terminate this Agreement at any time by giving 6 months notice to GENE BRIDGES. Immediately upon expiration of this Agreement LICENSEE shall cease to use the MATERIALS received from GENE BRIDGES and shall destroy or have destroyed or upon GENE BRIDGES' request, return unused MATERIALS.

Either party may terminate this Agreement at any time effective upon the other party's breach of any agreement, covenant, or representation made in this Agreement, such breach remaining uncorrected sixty (60) days after written notice thereof.

11. General Conditions

11.1 Validity. The invalidity of singular provisions does not affect the validity of the entire understanding. The parties are obligated, however, to replace the invalid provisions by a regulation which comes closest to the economic intent of the invalid provision. The same shall apply mutatis mutandis in case of a gap.

11.2 By completing the purchase agreement for these MATERIALS with Gene Bridges or any of its authorized distributors, the LICENSEE acknowledges and accepts the terms and conditions of this Material Transfer Agreement. Amendments to this Agreement can be made only in writing and require signatures from Gene Bridges and the LICENSEE.

11.3 Applicable law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany, without reference to conflicts of law principles. The parties hereby unconditionally submit to the exclusive jurisdiction of the District Court Mannheim.

11.4 Arbitration. The parties agree to settle disputes only in utmost importance by court decision. Should the Heads of Research of both parties not find any solution, the Chief Executive Officer of GENE BRIDGES and the Chief Executive Officer of LICENSEE shall be consulted.

11.5 Taxation. Taxes that are due on license fees are borne by the LICENSEE.