

LICENSE CONDITIONS FOR THE USE OF HiFect™ Transfection Reagent

The following terms and conditions are applicable to all purchase contracts between Lonza Cologne AG, a corporation duly organized and existing under the laws of the Federal Republic of Germany with executive offices at Nattermannallee 1, D-50829 Cologne as seller ("LONZA ") and a purchaser ("PURCHASER") of LONZA `s HiFect™ Transfection Reagent (the "Purchased Reagent"):

1. Authorized Use

The Purchased Reagent may be used for research purposes only. PURCHASER hereby acknowledges that it shall under no circumstances own any right to manufacture, copy, reproduce, transmit, distribute, sell, lease, transfer or sublicense the Purchased Reagent unless PURCHASER has obtained a license for commercial use from LONZA. Further, PURCHASER shall ensure that no third party shall own any right to manufacture, copy, reproduce, transmit, distribute, sell, lease, transfer or sublicense the Purchased Reagent unless such party has obtained a sublicense for commercial use from PURCHASER and PURCHASER has obtained a corresponding license from LONZA .

2. Indemnification

- (1) The PURCHASER agrees to indemnify, defend and hold harmless LONZA and all officers, directors, employees and agents of LONZA (collectively hereinafter referred to as "the Indemnified") from and against any and all claims, damages and liabilities, including legal cost and fees asserted by the PURCHASER, its affiliates, any special parties, and/or any third parties (whether governmental or private) in connection with or arising out of the use by or on behalf of the PURCHASER, its authorized sub-licensees, employees, agents or third parties of the Purchased Reagent or any other products developed in connection with or arising out of the Purchased Reagent.
- (2) The PURCHASER hereby waives any rights of subrogation it may have against the Indemnified on account of any claim, damage or liability arising from activities with the Purchased Reagent. In no event shall LONZA be liable for any direct, indirect, special, incidental or consequential damages including but not limited to lost revenue, lost profits or lost savings, even if LONZA has notice of the possibility of such damages. The aforesaid shall not apply in case of gross negligence or intentional misconduct of LONZA or bodily injury.

3. Representations and Warranties by PURCHASER

- (1) PURCHASER represents and warrants that it will use the Purchased Reagent with the appropriate care and in strict accordance with the applicable laws and regulations.
- (2) PURCHASER represents and warrants that it will use the Purchased Reagent for research purposes only. Transfected cells, materials produced, and any data derived from the use of the Purchased Reagent shall be used only for the internal research of PURCHASER.

4. Term

The term of this Agreement shall commence upon delivery of the Purchased Reagent to PURCHASER ("Effective Date") and shall continue for as long as the Purchased Reagent is used by PURCHASER. Section 2 shall survive the expiration of this Agreement.

5. Miscellaneous

- (1) This Agreement shall be governed and construed in accordance with the laws of Germany without regard to its conflicts of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Exclusive venue for all actions related to this Agreement shall be Cologne, Germany.
- (2) The failure or delay of any party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by the party, excuse a similar subsequent failure to perform any such term or condition or preclude the exercise of any other right under the Agreement.
- (3) Should any provision of this Agreement be or become invalid or unenforceable, then the validity and enforceability of the remaining provisions shall thereby not be affected. The parties of this Agreement are under the obligation to substitute any invalid or unenforceable provision by a legally effective provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same applies to any gap of this Agreement ("Vertragslücke").

LONZA 09/2008