

LIMITED LICENSE AGREEMENT FOR SHORT HAIRPIN RNA VECTORS

By breaking the seal of this Product's package, the Purchaser agrees to the following terms:

1. Scope of Agreement

This Product is the subject of the following patents: U.S. Patent No. 6,573,099; GB Patent No. 2353282 co-owned by Benitec Australia Ltd. and exclusively licensed to Promega.

Not-for-profit and academic entities that purchase this Product receive the non-transferable right to use the Product and its components for internal research.

For all other purchasers, the purchase of this Product conveys to the buyer the non-transferable right to use the Product and its components in non-Commercial Purpose internal research for an eligible six (6) month period after receipt of Product. To continue using the Product, and any materials or organisms manufactured using it, such purchasers are required to execute a commercial research license with Promega and Benitec by contacting Promega. Entities wishing to use ddRNAi as a therapeutic agent or as a method to treat/prevent human disease should contact Benitec directly for a human therapeutics license.

2. Restrictions on Transfer

Only researchers at not-for-profit or academic entities may transfer materials/organisms made through the use of the Product to scientific collaborators at other not-for-profit or academic entities, provided the transfer is not for a Commercial Purpose and said collaborator agrees not to transfer the materials/organisms to any third party and to use such materials/organisms solely for non-Commercial Purpose internal research.

Researchers at Commercial entities cannot sell or otherwise transfer this Product or components or any materials or organisms made using this Product or components for any Commercial Purpose.

3. Commercial Purpose

Commercial Purpose means any activity by a party for tangible consideration and may include, but is not limited to, (i) use of the Product in manufacturing; (ii) use of the Product to provide services, information or data; (iii) use of the Product for therapeutic, diagnostic or prophylactic purposes, including for discovery and/or product development purposes thereof; or (iv) resale of the Product or its components whether or not the Product is resold for use in research. OriGene has no claim of any kind to any research, data, facts, information, experimental results, and/or any other embodiments generated by Purchaser using Product, with exception to activities covered by an issued patent assigned, licensed or controlled by OriGene.

4. Not Intended for Human Use

Purchaser acknowledges and agrees that the Product is not intended for use in humans, and agrees not to conduct research with it in humans.

5. Limited Warranty

(a) This warranty limits OriGene's liability to replacement of this Product or its purchase price. OriGene warrants that the product will meet specifications listed. At OriGene's discretion, free replacement of any nonconforming product will be made if OriGene is notified within 30 days of product receipt. No other warranties of any kind, express or implied, including without limitation, implied warranties of merchantability, or fitness for a particular purpose, are provided by OriGene. OriGene shall not be responsible for any claims, losses, costs, damages, fees, or expenses arising out of, or in connection with, the Product, including claims based on infringement or misappropriation, and including, but not limited to, any actual or alleged injury, damage, death, or other consequence occurring to any legal or natural person or property, as a result, directly or indirectly, of the possession, use or consumption of any Product, under any cause of action, regardless of the form in which any such claim is made.

In addition to those mentioned above, this Product and/or its use may be protected by patent applications or patents. OriGene makes no representation or warranty as to whether the Product, and/or its uses, infringes any such patents or patent applications of any third party, nor shall OriGene be liable for infringement of any such rights. Purchaser is responsible for determining the existence of any such third party rights, and to acquire any such rights, should they exist, before using the Product.

6. Refund

If buyer is not willing to accept the limitations of this Limited License, return the UNOPENED Product within ten (10) days of receipt to OriGene for a full refund. For terms and additional information relating to returns, go to www.origene.com or call OriGene Customer Care at 301.340.3188. For terms and additional information relating to a commercial research license, go to www.promega.com/licensing. For licensing for any human therapeutic purpose, contact Benitec Australia, Ltd at +61 7 3217 8540.