

# Dharmacon, Inc.

## Additional Terms and Conditions and Licensing Statements

All purchases of Dharmacon Products are subject to the [Licensing Statements](#) and the following Additional Terms and Conditions of Sale.

*Dharmacon, Inc. Terms and Conditions of Sale may also apply to your purchase of Dharmacon Products, unless you are buying through certain authorized Dharmacon distributors.*

## Additional Terms and Conditions

**Warranty for Dharmacon Products.** Dharmacon, Inc. ("Dharmacon") warrants to Buyer that, for a period of twelve (12) months after delivery, all Dharmacon purchased hereunder will meet Dharmacon's most recent specifications at the time of delivery. Any claim for breach of this warranty must be delivered in writing to Dharmacon within the above warranty period. Buyer's sole and exclusive remedy (and Dharmacon's sole and exclusive liability) for a breach of this warranty is limited to repair, replacement or refund at the sole option of Dharmacon.

**Dharmacon 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.

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**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.

# Licensing statements

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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.

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Dharmacon is required by its licensing agreement to submit a report of all purchasers of the Tet-controllable expression system to TET Systems.

For license information, please contact:

GSF/CEO

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Fax: +49 6221 5880404

email: [info@tetsystems.com](mailto:info@tetsystems.com)

or use the electronic licensing request form via [www.tetsystems.com/main\\_inquiry.htm](http://www.tetsystems.com/main_inquiry.htm)

### *Sigma-Aldrich*

These Products are For Research Use Only - Not for any Clinical, Therapeutic or Diagnostic use in Humans.

These Products may be subject to the following patents (issued or pending):

## 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
	US 07/1 70,515 (21 March 1988) US 07/1 70,515 (21 March 1988)	US Continuation 08/156,789 US Continuation 08/462,492 US Continuation 10/205,179	5,591,624 5,716,832
PCT/US91/06852 (20 Aug 1991) WO 92/05266	US 07/586,603 (21 Sept 1990)	AU 88424/91 AU Divisional 47984/96	665176 690427
PCT/GB97/02857 (17 Oct 1997) WO 98/1 7815	GB 9621680.9 (17 Oct 1996) GB 962445739 (25 Nov 1996)	EP 97909436.4 EP Divisional 00202432.1 US 09/224.014 US Divisional 09/91 5,169 US CIP 10/661,761 US Continuation 11/646,041 JP 10-519086 AU 47122/97 CN97198767.X NZ 334860	0904392  6,312,682 6,669,936 7,198,784  725143 2L97198767.X 334860
PCT/GB97/02858 (17 Oct 1997) WO 98/17816	GB 9621680.9 (17 Oct 1996)	GB 9903117.1 EP 97909437.2 US 09/284,011 JP 10-519087 AU 47123/97 CN 97198883.8 NZ 334522	2331522  6,235,522  737801 ZL971 98883.8 334522
PCT/GB97/02696 (28 Oct 1997) WO 98/1 8934	GB 9622500.8 (29 Oct 1996)	US CIP 10/324,616 US Continuation 11/155,043 US Continuation 11/726,679 JP 10-520197	6,924,123 7,056,699

## Benitec Technology Licensed Patents

Named Inventor	Title	Patent No Application No.		
<b>Graham/Rice</b>	<b>Control of Gene Express</b>	ZA 2000/4507*	HK 01105904.3*	
		AU2001100608*	HU P0101225*	
		SG75542*	IN 2000/00 169/DEL *	
		US 6,573,099*	JP P2000-537990	
		GB2353282*	KR 7010419/2000*	
		AU 743316*	MX008631*	
		NZ 506648*	PL P.343064*	
		US 10/346853*	SK PV 1372-2000*	
		PCT/AU/99/00195*	AU 35647/02*	
		BR PI9908967-0*	NZ 525941*	
		CA 2323726*	SG200205122-5*	
		CB 99804255-2*	US 09/646807*	
		CZ PB2000-3346*	PP2492/98*	
		EP 99910039.9*	AUPP2499/98*	
		US10/646,070	US 10/821,710*	
		US 10/759,841*	US 10/821,726*	
		EP 04015041.9*	AU 2005209648	
		AU2005211538		
		<b>Graham/Rice/ M/ R</b>	<b>Genetic Silencing</b>	WO 01/70949
GB 237722	ZA2002/7428			
AU PQ6363	AU2001240375			
	AUPR2700			
<b>Grahm, et al.</b>	<b>Double-Stranded Nucleic Acid</b>	AU 2003906281	AU 2004902279	
		AU 2003906281	PCT/AU04/000759	
		US 10/861,191		

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10010 North Torrey Pines Road

La Jolla, CA 92037

Attn.: Office of Technology Management

Phone: (858) 453-4100 extension 1703

Fax: (858) 546-8093

### *Lawrence Livermore National Laboratory*

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## DEFINITIONS

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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
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## Benitec Technology Licensed Patents

Named Inventor	Title	Patent No Application No.	
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