

LIMITED USE LICENSE

- 1.1. acCELLerate GmbH (“acCELLerate”) grants the PURCHASER a license for the limited use of

Assay Ready Cells

including all progenies, subclones, unmodified or modified derivatives and products derived thereof (hereinafter referred to as the “PRODUCT”).

- 1.2. By breaking the sealed bag of the PRODUCT, the PURCHASER explicitly agrees with the terms of the Limited Use License set forth herein.
- 1.3. The license is limited to a single use of the PRODUCT for non-commercial and commercial research purposes. PURCHASER SHALL NOT PROPAGATE, PASSAGE, OR REFREEZE THE PRODUCT WITH THE PURPOSE TO MULTIPLY THE PRODUCT.
- 1.4. The license is not transferable. PURCHASER shall not transfer the PRODUCT to any third party, including but not limited to affiliates, subsidiaries, cooperation partners, third companies, institutions, or persons.
- 1.5. The license is timely limited to a period of 12 month after the purchase of the PRODUCT.
- 1.6. The PRODUCT will remain in the exclusive property of acCELLerate until the PURCHASER has fully paid the invoice. acCELLerate may terminate the license with immediate effect if the payment is delayed or if PURCHASER breaches any term of this Limited Use License.
- 1.7. The PRODUCT is for research only and is not to be used in humans or for diagnostic, therapeutic, or prophylactic purposes. PURCHASER accepts all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the PRODUCT and will take all appropriate safety and handling precautions to minimize health or environmental risk. PURCHASER agrees that any activity undertaken with the PRODUCT will be conducted in compliance with all applicable guidelines, laws and regulations.
- 1.8. PURCHASER acknowledges that the PRODUCT has unpredictable and unknown biological and/or chemical properties. acCELLerate provides no warranty, expressed or implied, beyond the minimal specifications assigned in the product specification sheet. acCELLerate makes no representation that the use of the PRODUCT will not infringe any patents or other proprietary rights. PURCHASER agrees to indemnify, defend, and hold acCELLerate harmless against all claims, expenses, damages or losses and liability of any kind resulting or alleged to result from PURCHASER’s use or non-use of the PRODUCT. PURCHASER recognizes and agrees that it will not bring acCELLerate into any lawsuit involving the PRODUCT unless such lawsuit arises from the gross negligence or wilful misconduct of acCELLerate.
- 1.9. For further information contact:

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