

Material Transfer Terms for the Limited Use of KeratinoSens® and LuSens Cell Lines

Hamburg, 28.10.2018

- subject:** The cell lines KeratinoSens® and LuSens (including all progenies, subclones, unmodified or modified derivatives and products derived thereof hereinafter referred to as the “CELL LINES”) are licensed to acCELLerate GmbH (“acCELLerate”) by the originators of the CELL LINES, Givaudan SA, Switzerland and BASF AG, Germany (the “ORIGINATORS”). The CELL LINES and products containing the CELL LINES (hereinafter collectively referred to as the “PRODUCTS”) are provided by acCELLerate under this Material Transfer Terms for Limited Use (the “TERMS”).
- label license:** By breaking the sealed packaging of the PRODUCTS, the recipient of the PRODUCTS (“RECIPIENT”) explicitly agrees with the TERMS.
- ownership:** The CELL LINES are proprietary to the ORIGINATORS and provided with a non-exclusive, worldwide, free-of-charge license. In any publications describing the use of CELL LINES the RECIPIENT shall refer to the ORIGINATORS as the origin of the CELL LINES. Nothing in the TERMS shall be construed as granting the RECIPIENT any ownership in the property of the ORIGINATORS.
- promega:** RECIPIENT acknowledges that the Luciferase gene in the CELL LINES is owned by Promega Corporation and RECIPIENT agrees to be bound by the terms of Promega’s limited use statement included as Appendix A. It is the sole responsibility of the RECIPIENT to fulfill the licensing conditions of Promega. RECIPIENT is notably aware of the need to use Promega reagents for the use of the PRODUCTS, and that for commercial use a license needs to be negotiated with Promega. Nothing in this Agreement grants any rights to use the Luciferase gene for commercial use.) RECIPIENT further acknowledges that acCELLerate will provide contact details of each RECIPIENT to PROMEGA and the ORIGINATOR.
- use:** The PRODUCTS are for research only and shall not be used in humans or for diagnostic, therapeutic, or prophylactic purposes. RECIPIENT accepts all risk and responsibility in connection with the receipt, handling, storage, disposal, transfer and use of the PRODUCTS and will take all appropriate safety and handling precautions to minimize health or environmental risk. RECIPIENT agrees that any activity undertaken with the PRODUCTS will be conducted in compliance with all applicable guidelines, laws and regulations. RECIPIENT shall not transfer the PRODUCTS to any third party, including but not limited to affiliates, subsidiaries, cooperation partners, third companies, institutions, or persons. other than laboratory personnel under the RECIPIENT’s direct supervision without the written consent of acCELLerate.
- warranties:** RECIPIENT acknowledges that the PRODUCTS are experimental in nature and are provided without warranties of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. RECIPIENT 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 RECIPIENT’s use or non-use of the PRODUCTS. RECIPIENT recognizes and agrees that it will not bring acCELLerate into any lawsuit involving the PRODUCTS unless such lawsuit arises from the gross negligence or wilful misconduct of acCELLerate.
- refund:** RECIPIENTS who do not agree with the “TERMS” may return the PRODUCTS at their own cost and will receive a refund of the paid purchase price less a handling fee of 500 €. For further information contact:

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22529 Hamburg, Germany
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Email: please@accelerate.me



Appendix A: Promega Licensing Terms:

BY USE OF THIS PRODUCT, RESEARCHER AGREES TO BE BOUND BY THE TERMS OF THIS LIMITED USE STATEMENT.

Researchers may use this product only for (1) research use and (2) in vitro testing of chemicals to predict their skin sensitization potential either (a) for internal research use, (b) as a fee-for-service or (c) for quality control testing, no commercial use is allowed. Commercial Use for the purpose of this limited use statement means any and all uses of this product by a party for: (3) direct product manufacture; and (4) resale of the product for any use. Purchaser shall have no right to modify or otherwise create variations of the nucleotide sequence of the Luciferase gene. No other use or transfer of this product is authorized without the prior express written consent of Promega Corporation. In addition, purchasers must either: (5) use luminescent assay reagents purchased from Promega for all determinations of luminescence activity of this product; or (6) contact Promega to obtain a license for use of the product. With respect to any uses outside this label license, including any clinical, diagnostic, therapeutic or prophylactic uses, please contact Promega for supply and licensing information. NEITHER PROMEGA NOR ACCELERATE MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARDS TO THE PRODUCT. The above license relates to Promega patents and/or patent applications on improvements to the luciferase gene.

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