

MATERIAL TRANSFER TERMS FOR THE LIMITED USE OF HaCaT CELLS

The ARC - assay ready HaCaT cells ("PRODUCT") supplied by acCELLerate GmbH ("acCELLerate") contain HaCaT cells. HaCaT cells (including all progenies, subclones, unmodified or modified derivatives and products derived thereof hereinafter referred to as "MATERIAL") are provided by the Deutsches Krebsforschungszentrum (German Cancer Research Center) located at Im Neuenheimer Feld 280, D-69120 Heidelberg, Germany ("DKFZ") under the following Material Transfer Terms of limited use ("TERMS"):

1. BY BREAKING THE SEALED BAG OF THE PRODUCT THE RECIPIENT OF THE PRODUCT ("RECIPIENT") EXPLICITLY AGREES WITH THE TERMS.
2. The MATERIAL is considered proprietary to DKFZ. DKFZ retains ownership of the MATERIAL which is provided with the PRODUCT.
3. The HaCaT cells have been created by Profs. Dr. Petra Boukamp and Dr. Norbert Fusenig specified in Boukamp et al: "Normal keratinization in a spontaneously immortalized aneuploid human keratinocyte cell line." J. Cell Biol. 106:761-771 (1988). In any publication describing the use of the MATERIAL or the PRODUCT this reference has to be cited. RECIPIENT will provide DKFZ with a copy of the manuscript at the time the manuscript is submitted for publication. RECIPIENT shall mention DKFZ in the publication by name as the originator of the MATERIAL.
4. RECIPIENT agrees that the PRODUCT including the MATERIAL will be used solely for teaching and research purposes. The PRODUCT and the MATERIAL shall not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of DKFZ
5. RECIPIENT agrees that the MATERIAL provided with the PRODUCT is for instant and single use only. RECIPIENT shall not propagate, passage, or refreeze the MATERIAL with the purpose to multiply it. RECIPIENT will use the PRODUCT within a period of 12 month after supply or discard the MATERIAL.
6. RECIPIENT shall not distribute or release the MATERIAL 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 and shall ensure that no one will be allowed to take or send the MATERIAL to any other location unless written permission is obtained from DKFZ.
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10. RECIPIENT agrees to comply with all applicable laws, rules and regulations relating to the care, welfare, handling, breeding, storage, transfer and disposal of the MATERIAL. RECIPIENT agrees to waive all claims against DKFZ and ACCELLERATE and to indemnify, defend and hold harmless DKFZ and ACCELLERATE, its employees and agents from and against all claims, damages and liability that may be asserted by third parties arising out of the use or non-use, care, handling, disposal, transfer, breeding or shipment of the MATERIAL.
11. RECIPIENTS who do not agree with the "TERMS" may return the PRODUCT including the MATERIAL at their own cost and will receive a refund of the purchase price of the PRODUCT less a handling fee of 100 €.

