

# RKL 社 Human Melanoma Cell Lines 商品 End-User License Agreement

この度は弊社取り扱いメーカー、Rockland Immunochemicals 社 の Human Melanoma Cell Lines 商品(生細胞・DNA・RNA・細胞ペレット)にご興味をいただきありがとうご ざいます。

本商品は、購入前に" End-User License Agreement (EULA) "の内容をご了解いただく 必要がございます。

次頁 EULA の内容をご確認いただき必要事項をご記入ください。ご注文に際しまして、弊 社取り扱い代理店へご注文書と一緒にお送りくださいますようお願いいたします。

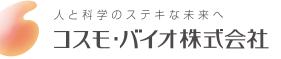
弊社が EULA を受領後、メーカーへ商品の発注を致しますのでご了承ください。

尚、本商品は研究目的でご使用されるアカデミックユーザー様のみに販売しております。 営利団体および企業ユーザー様は下記問い合わせ先までお問い合わせいただきますようお 願い申し上げます。

#### <個人情報の利用目的>

- ・製品やサービスの内容を、より充実したものにするため
- ・展示会、セミナーなどのイベントのご案内をお届けするため
- ・お客様から請求のあった資料などをお届けするため
- ・新しいサービスや製品などの情報をお知らせするため

詳細は弊社ホームページ上の個人情報保護方針 (http://www.cosmobio.co.jp/login/privacy.asp)をご覧ください。



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● 営業部(お問い合わせ) TEL:(03)5632-9610 FAX:(03)5632-9619 TEL:(03)5632-9620

### **End-User License Agreement**

This non-negotiable END-USER LICENSE AGREEMENT ("EULA") shall apply to an individual for whom products are purchased (the "PURCHASER") from Rockland Immunochemicals, Inc. ("ROCKLAND") which are owned and/or developed from materials originally provided by The Wistar Institute of Anatomy and Biology ("WISTAR") and sold by ROCKLAND (the "PRODUCTS"). This EULA is created when ROCKLAND accepts the PURCHASER's order, either by sending a written confirmation, or by shipping such PRODUCTS to the PURCHASER.

1. The definition of "PRODUCTS" shall include any (i) progeny and unmodified derivatives thereof, and (ii) PRODUCTS contained or incorporated in any modifications. WISTAR retains ownership of the PRODUCTS.

2. The PURCHASER agrees that the PRODUCTS will (i) be used solely for teaching and academic research purposes; (ii) be used in compliance with all applicable laws, rules, statutes and regulations; (iii) not be used for *ex vivo* or *in vivo* use in humans or veterinary applications; (iv) not be used in diagnostic or therapeutic products or procedures or the development thereof; (v) not be used for any commercial purpose; (vi) be used only by the PURCHASER and only in the PURCHASER's laboratory under the direction of the PURCHASER or others working under his/her direct supervision; and (vii) not be transferred to anyone else.

# If the PURCHASER wishes to use the PRODUCTS for a use not provided herein, PURCHASER shall contact ROCKLAND for the availability and terms for such use. PURCHASER recognizes that WISTAR and/or ROCKLAND have no obligation to grant a license to PURCHASER for such use.

3. The PURCHASER agrees to refer to ROCKLAND any request for the PRODUCTS from anyone other than those persons working under the PURCHASER's direct supervision.

4. The PURCHASER acknowledges that the PRODUCTS are, or may be the subject of, a patent application. Except as provided in this EULA, no express or implied licenses or other rights are provided to the PURCHASER under any patents, patent applications, trade secrets or other proprietary rights of WISTAR and/or ROCKLAND, including any altered forms of the PRODUCTS made by WISTAR and/or ROCKLAND. In particular, no express or implied licenses or other rights are provided to use the PRODUCTS or any related patents of WISTAR and/or ROCKLAND for commercial purposes.

5. The PRODUCTS delivered pursuant to this EULA are understood to be experimental in nature and may have hazardous properties. WISTAR AND ROCKLAND MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE PRODUCTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

6. Except to the extent prohibited by law, the PURCHASER assumes all liability for damages which may arise from its use, storage or disposal of the PRODUCTS. WISTAR and/or ROCKLAND will not be liable to the PURCHASER for any loss, claim or demand made by the PURCHASER, or made against the PURCHASER by any other party, due to or arising from the use of the PRODUCTS by the PURCHASER, except when caused by the gross negligence or willful misconduct of WISTAR and/or ROCKLAND.

7. This EULA shall not be interpreted to prevent or delay publication of research findings resulting from the use of the PRODUCTS. The PURCHASER agrees to provide appropriate acknowledgement of the source of the PRODUCTS in all publications.

8. Nothing herein shall be deemed to establish a relationship of principal and agent between PURCHASER, WISTAR and/or ROCKLAND, nor any of their agents or employees for any purpose whatsoever. This EULA shall not be construed as constituting a partnership with PURCHASER, WISTAR and ROCKLAND OR ANY

COMBINATION THEREOF as partners, or as creating any other form of legal association or arrangement which could impose liability upon one party for the act or failure to act of the other parties.

9. This EULA embodies the entire understanding of the parties relating to the subject matter hereof and supersedes all prior understandings and agreements. No modification or amendment of this EULA shall be valid or binding except by a writing signed by each of the parties.

Purchaser Information	(complete all sections that apply)
Principal Investigator	r (PI):
Institution	
PI mailing address:	
PI email address:	
PI phone number:	
If a person other than the PI will supervise the use of the Products, provide the following additional information:	
Managing Scientist (	MS):
Institution	
MS mailing address:	
MS email address:	
MS phone number:	
Please confirm the shipping addres	ss for the Products:
Shipping address:	

## Signatures Appear on the Following Page

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereby execute this End User License Agreement as of the last date set forth below:

Name of Purchaser's Institution:

**Rockland Immunochemicals, Inc.** 

By: Name: Title:

FR Smith

By: \_\_\_\_\_ Name: Richard Smith Title: Chief Operating Officer

Date:

Date: