

ZYGEM – LIMITED USE LICENCES

LIMITED USE LICENCE #1 - prepGEM™

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The Buyer may transfer the product and/or information or materials made through the Buyer's use of the product to a scientific collaborator or otherwise if this is genuinely required for Buyer to use the product for research use, and such transfer is not for any Non-Licensed Use, and provided that such collaborator/recipient agrees in writing (a) not to transfer such materials to any third party, and (b) to use such transferred information or materials solely for research purposes and not for any Non-Licensed Use. Except as expressly permitted, the Buyer must not sell or otherwise transfer: (a) the product; (b) its components and/or derivatives; or (c) materials made using or incorporating the product, to a third party.

ZyGEM will not assert a claim against the Buyer for infringement of the ZyGEM Technology based upon the manufacture, use or sale of a therapeutic, diagnostic, vaccine or prophylactic product developed by the Buyer in research in which the ZyGEM product was employed, provided that the ZyGEM product is not part of such other product and the ZyGEM product is not used in the manufacture of such other product.

In this Limited Use Licence:

“ZyGEM Technology” means all patents, pending patents and know-how owned by ZyGEM that cover or relate to the product, the identification, extraction and/or production of the product and/or the use of, and/or applications for, the product.

“Non-Licensed Use” means: (a) use in manufacturing; (b) inclusion of the product as part of another product; (c) use of the product to provide any service for compensation; (d) use for *ex vivo* or *in vivo* therapeutic, diagnostics, forensic, prophylactic or other unauthorised commercial purpose; (e) use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals; (f) resale of the product, whether or not for research use; and (g) any use other than research use .

Any Buyer who does not agree with these terms can return the product at their own cost and will receive a full refund (excluding shipping, tax and handling fees).

For information on purchasing a licence to the product for purposes other than research use, contact ZyGEM at info@zygem.com.

LIMITED USE LICENCE #2 - forensicGEM™

1. Under this Limited Use Licence, the Buyer of the Product has a limited licence to use the Product for the Permitted Purpose and ZyGEM Corporation Limited ("**ZyGEM**") grants a limited non-transferrable licence to the Buyer to use the ZyGEM Technology for doing so.
2. This Limited Use Licence is only valid for a person, enterprise or institution which acquired the Product from: (a) ZyGEM; or (b) an authorised distributor or reseller of ZyGEM (in each case a "**Buyer**"). Buyer acknowledges that this Limited Use Licence does not oblige ZyGEM to transfer any additional know-how or to provide consulting services to implement or use the ZyGEM Technology.
3. Any Buyer who does not agree with these terms can return the Product at their own cost and will receive a full refund (excluding shipping, tax and handling fees).
4. The Buyer may transfer the Product and/or information or materials made through the Buyer's use of the Product so long as this is genuinely required for Buyer to use the Product for the Permitted Purpose and such transfer is not for any Non-Licensed Use, and provided that the recipient agrees in writing to use such transferred information or materials solely for the Permitted Purpose and not for any Non-Licensed Use. Except as expressly permitted, the Buyer must not sell or otherwise transfer: (a) the Product; (b) its components and/or derivatives; or (c) materials made using or incorporating the Product, to a third party.
5. Buyer may not use the Product for any Non-Licensed Use, nor use the ZyGEM Technology except for using the Product for the Permitted Purpose in accordance with this Limited Use Licence.
6. ZyGEM will not assert a claim against the Buyer for infringement of the ZyGEM Technology based upon the manufacture, use or sale of a therapeutic, diagnostic, vaccine or prophylactic product developed by the Buyer in research in which the Product was employed, provided that the Product is not part of such product and the Product is not used in the manufacture of such product.
7. In this Limited Use Licence:

"**Product**" means forensicGEM™ and its components and/or derivatives.

"**ZyGEM Technology**" means all patents, pending patents and know-how owned by ZyGEM that cover or relate to the Product, the identification, extraction and/or production of the Product and/or the use of, and/or applications for, the Product.

"**Permitted Purpose**" means research and forensic use only. Permitted Purpose excludes all Non-Licensed Use.

"**Non-Licensed Use**" means: (a) use in manufacturing; (b) inclusion of the Product as part of another product; (c) use of the Product to provide any information or data except as expressly permitted in clause 4; (d) use for *ex vivo* or *in vivo* therapeutic, prophylactic or other unauthorised commercial purpose or use for diagnostic purpose outside the Permitted Purpose; (e) use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans or animals; (f) resale of the Product,

whether or not for the Permitted Purpose; and (g) any use other than use for the Permitted Purpose.

8. ZyGEM is entitled to terminate the Limited Use Licence with immediate effect if the Buyer breaches any of its terms. In the event of termination the clause 9 remains in effect.
9. EXCEPT FOR BUYERS WHO PURCHASE DIRECTLY FROM ZYGEM (WHO, UNDER ZYGEM'S TERMS OF SALE, RECEIVE A LIMITED WARRANTY REGARDING COMPLIANCE WITH DESCRIPTION) THE PRODUCT AND THE ZYGEM TECHNOLOGY ARE PROVIDED AS-IS WITH NO WARRANTY EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ZYGEM ASSUMES NO RESPONSIBILITY WHATSOEVER (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE) WITH RESPECT OF THE USE BY BUYER OF PRODUCT OR THE ZYGEM TECHNOLOGY. BUYER SHALL INDEMNIFY AND HOLD ZYGEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, EXPENSES AND OTHER LIABILITIES WITH RESPECT TO THE PRODUCT AND ZYGEM TECHNOLOGY.
10. For information on purchasing a licence to the Product for purposes other than the Permitted Purpose, contact ZyGEM at info@zygem.com.

ZyGEM - LIMITED USE LICENCE #3 - livestockGEM™

1. Under this Limited Use Licence, the Buyer of the Product has a limited licence to use the Product for the Permitted Purpose and ZyGEM Corporation Limited ("ZyGEM") grants a limited non-transferrable licence to the Buyer to use the ZyGEM Technology for doing so.
2. This Limited Use Licence is only valid for a person, enterprise or institution which acquired the Product from: (a) ZyGEM; or (b) an authorised distributor or reseller of ZyGEM (in each case a "Buyer"). Buyer acknowledges that this Limited Use Licence does not oblige ZyGEM to transfer any additional know-how or to provide consulting services to implement or use the ZyGEM Technology.
3. Any Buyer who does not agree with these terms can return the Product at their own cost and will receive a full refund (excluding shipping, tax and handling fees).
4. The Buyer may transfer the Product only to a third party who uses the Product for the Permitted Purpose directly and solely for the benefit of the Buyer and/or supply information or materials made through the Buyer's use of the Product to a third party so long as this is genuinely required for Buyer itself to use the Product for the Permitted Purpose either for the benefit of the Buyer or a third party, and such transfer or supply is not for any Non-Licensed Use, and provided that the recipient agrees in writing to use the Product or such transferred information or materials solely for the Permitted Purpose in accordance with this clause 4 and not for any Non-Licensed Use. Except as expressly permitted, the Buyer must not sell or otherwise transfer: (a) the Product; (b) its components and/or derivatives; or (c) materials made using or incorporating the Product, to a third party.

5. Buyer may not use the Product for any Non-Licensed Use, nor use the ZyGEM Technology except for using the Product for the Permitted Purpose in accordance with this Limited Use Licence.
6. ZyGEM will not assert a claim against the Buyer for infringement of the ZyGEM Technology based upon the manufacture, use or sale of a therapeutic, diagnostic, vaccine or prophylactic product developed by the Buyer in research in which the Product was employed, provided that the Product is not part of such product and the Product is not used in the manufacture of such product.
7. In this Limited Use Licence:
 - “**Product**” means livestockGEM™ and its components and/or derivatives.
 - “**ZyGEM Technology**” means all patents, pending patents and know-how owned by ZyGEM that cover, or relate to, the Product, the identification, extraction and/or production of the Product and/or the use of, and/or applications for, the Product.
 - “**Permitted Purpose**” means analysis of non-human animal samples for commercial or research purposes including any nucleic acid sequence specific tests for parentage, genetic tests or disease but excluding all Non-Licensed Use.
 - “**Non-Licensed Use**” means: (a) use in manufacturing; (b) inclusion of the Product as part of another product; (c) use of the Product to provide any information or data except as expressly permitted in clause 4 or for the provision of a commercial service other than a service that involves the analysis by the Buyer of non-human animal samples for commercial or research purposes for the benefit of a third party; (d) use for *ex vivo* or *in vivo* therapeutic, prophylactic or other unauthorised commercial purpose or use for diagnostic purpose outside the Permitted Purpose; (e) use in foods, drugs, devices or cosmetics of any kind, or for consumption by or use in connection with or administration or application to humans; (f) for consumption by or administration or application to animals; (g) resale of the Product, whether or not for the Permitted Purpose; and/or (h) any use other than use for the Permitted Purpose.
8. ZyGEM is entitled to terminate the Limited Use Licence with immediate effect if the Buyer breaches any of its terms. In the event of termination clause 9 remains in effect.
9. EXCEPT FOR BUYERS WHO PURCHASE DIRECTLY FROM ZYGEM (WHO, UNDER ZYGEM'S TERMS OF SALE, RECEIVE A LIMITED WARRANTY REGARDING COMPLIANCE WITH DESCRIPTION) THE PRODUCT AND THE ZYGEM TECHNOLOGY ARE PROVIDED AS-IS WITH NO WARRANTY EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY WITHOUT ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ZYGEM ASSUMES NO RESPONSIBILITY WHATSOEVER (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE) WITH RESPECT OF THE USE BY BUYER OF PRODUCT OR THE ZYGEM TECHNOLOGY. BUYER SHALL INDEMNIFY AND HOLD ZYGEM HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, EXPENSES AND OTHER LIABILITIES WITH RESPECT TO THE PRODUCT AND ZYGEM TECHNOLOGY.
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