

## End User License Agreement (EULA non-profit entities)

This non-exclusive, non-transferable end user license agreement (EULA) is the legal agreement between

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[name and address of your institution, hereinafter RECIPIENT] in the interest of

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[name of RESEARCHER]

and ChromoTek GmbH [hereinafter CTK], regulating the use of the Chromobody® products and any derivatives and/or modifications thereof.

**1 Product.** PRODUCT comprises PARP1-Chromobody®-TagRFP (**product code xcr**) and is sold under licenses<sup>1</sup> for internal research purposes only and is not for clinical, therapeutic, prophylactic, diagnostic or production use. CTK and its licensors reserve all of their rights not expressly granted herein, and no implied or other licenses are granted.

**2 Definitions.** DERIVATIVE shall mean any DNA or RNA construct, modification, cell (line), plasmid, vector, virus, protein, tissue, pharmaceutical or other product or agent which incorporates a variable domain of a heavy chain antibody (VHH/ Nanobody®) or any portions thereof of the PRODUCT. MATERIAL shall mean PRODUCT, DERIVATIVE or both.

**3 Use.** RECIPIENT shall use PRODUCT in compliance with all laws and regulations applicable in RECIPIENT's place/country. PRODUCT may only be used for internal academic non-profit research and will not be used in clinical trials or for diagnostic purposes involving human subjects or animals. Use of the MATERIAL may be covered by patents or subject to rights other than those mentioned. RECIPIENT shall not offer the MATERIAL for resale or distribution and shall not offer services to a third party using the MATERIAL. Use of the MATERIAL in research that is sponsored by for profit organisations, which shall receive ownership to all data and results stemming from the sponsored research requires a commercial license agreement from CTK.

**4 Disclaimer.** PRODUCT is experimental in nature. CTK and its licensors<sup>1</sup> make no warranties, express or implied of any kind and hereby disclaims any warranties, representations or guarantees of any kind as to the PRODUCT and/or any patents or products related thereto. CTK liability is expressly limited to replacement of the PRODUCT or a refund limited to the actual purchase price.

**5 Restrictions.** No right granted under this EULA can be assigned or otherwise transferred to any Third Party. MATERIAL may only be transferred to Third Parties with the prior written approval of ChromoTek for transferring MATERIAL to academic colleagues provided that the institution of the receiving colleague has submitted in writing to the terms of this EULA. The same applies when RECIPIENT changes his/her affiliation and wants to move any MATERIAL governed by this EULA.

**6 Rights.** RECIPIENT shall retain all right, title and interest in and the unrestricted right to use all results generated by use of the MATERIAL as well as the right to publish or otherwise disclose such results provided that CTK is identified as the source of the PRODUCT and is referenced in these written or oral publications. RECIPIENT shall be free to alter/modify the original PRODUCT to create new plasmids, vectors, cells (except that the coding region of the inherent Nanobody® shall not be altered/modified and/or Evrogen fluorescent protein may not be isolated or separately transferred into a new context). RECIPIENT agrees to grant CTK an irrevocable, unlimited, non-exclusive royalty-free license to any use of all DERIVATIVES as defined in 1.

**7 Indemnity.** RECIPIENT agrees to indemnify, defend and hold harmless CTK and its officers, employees, licensors<sup>1</sup> and agents (the "Indemnitees") against any liability, damage, loss or expense (including without limitation reasonable attorney fees) of any kind incurred by or imposed upon any of the Indemnitees in connection to any claims, suits, actions, demands or judgments arising out of any

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<sup>1</sup> Evrogen IP JSC under US 7,417,131, US 7,605,230, US 7,638,615, United States Patent Application 12/179,000, European Patent Application No. 06809023.2, European Patent Application No. 07705420.3, VIB vzw under US 08/471,780 (US 5,759,808), US 08/471,284 (US 6,005,079) and under license from LMU under EP 1945673, US 2009136934, US 20130323747, CA 2628388 and equivalent patents and patent applications in other countries.

