

Limited Licence to use BaculoQuant

1 In this Licence the following expressions shall have the following meanings:

DNA	shall mean deoxyribonucleic acid;
Fee	shall mean the fee invoiced for the Materials by the Licensor to the Licensee;
Licensee	shall mean the purchaser of the Materials;
Licensor	shall mean Oxford Expression Technologies Ltd, Oxford Brookes University, Gipsy Lane, Oxford OX3 0BP. UK;
Material	shall mean the Licensor's product known as the BaculoQuant kit comprising either or both an agreed quantity of DNA, primers and probe and the relevant User Guide;
Purpose	shall mean the use by the Licensee of the Materials for the titration of recombinant viruses for Research purposes only. Use for diagnostic purposes is specifically prohibited;
Research	shall mean the Licensor's systematic search or investigation towards increasing the sum of its knowledge in the titration of recombinant viruses;
User Guide	shall mean the instructions provided with BaculoQuant to enable the Licensee to titre recombinant viruses from the BaculoQuant kit.

2 The Licensor and the Licensee have agreed to enter into this Licence on the following terms and conditions.

3 The Licensee acknowledges and accepts that by opening and/or using the Materials it is agreeing to and accepting these terms and conditions. If the Licensee does not agree to these terms and conditions it must immediately return all the Materials unused to the Licensor who shall issue a refund for the Fee.

4 The Licensor has certain know-how and has developed a product that can be used to titre recombinant viruses and has the right to exploit the product under, inter alia, patent application numbered 0607656.7.

5 This Licence shall commence on the date hereof and continue until the BaculoQuant kit has been used or destroyed.

6 The Licensor hereby grants to the Licensee and the Licensee hereby accepts a limited, non-exclusive, non-transferable licence to use the Materials for the Purpose and as otherwise set out in this Licence.

7 The Licensee warrants to the Licensor that:

7.1 it shall only use the Materials for the purpose of internal Research; and

7.2 it shall not alter, produce, manufacture, reverse engineer or amplify the contents of the BaculoQuant kit or permit any other person to do so; and

7.3 it shall not offer to sell or sell any of the Material or any protein and/or virus created pursuant to the Licence to any third party; and

7.4 it shall not provide any services to any third party using the Materials: and

7.5 if the Licensee desires to use the Materials for any purpose other than the Purpose, it shall notify the

Licensor accordingly and procure a suitable licence prior to any such use.

8 The Licensee shall keep the BaculoQuant kit in accordance with the directions contained in the User Guide.

9 The Licensor shall raise an invoice to the Licensee for the Fee and the Licensee agrees to pay the same to the Licensor within thirty (30) days of receipt of the invoice.

10 The Materials are provided as is and neither the Licensor nor any staff acting on its behalf accepts any liability whatsoever for any of the Materials or in connection with the Licensee's possession, handling or use of the Materials.

11 The Licensee's remedy pursuant to this Licence shall be limited at the Licensor's option to the replacement of the Materials or a refund of the Fee paid by the Licensee.

12 Ownership of the Materials shall pass to the Licensee upon dispatch of the Materials by the Licensor to the Licensee.

13 The Licensee shall indemnify the Licensor for any loss suffered by the Licensor as a result of the Licensee's breach of this Licence and/or any third party's intellectual property rights.

14 This Licence is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party.

15 This Licence constitutes the entire agreement and understanding between the parties in respect of the Materials and supersedes all previous agreements, understanding and undertakings in such respects and all obligations implied by law to the extent that they conflict with the express provisions of this Licence.

16 The invalidity, illegality or unenforceability of a provision of this Licence shall not affect or impair the continuation in force of the remainder of this Licence.

17 The Licensor reserves the right to revoke this permission and may require the Licensee to return or destroy any remaining BaculoQuant kit contents and/or the User Guide.

18 Clauses 1, 3, 7, 9, 10, 13, 16, 18 - 20 shall survive any termination or expiry of this Licence.

19 The interpretation construction and effect of this Licence shall be governed and construed in all respects in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

20 The Contracts (Rights of Third Parties) Act 1999 shall have no application to this Licence whatsoever and the parties do not intend hereunder to benefit any third party.