



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 (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 address for the Products:

Shipping address: _____



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: _____

Date: _____

By:  _____

Name: Richard Smith

Title: Chief Operating Officer

Date: _____