
Sublicensing Agreement with Regard to the Use of RIKEN Mouse FANTOM™ cDNA Clones (Slant DNA, Clone Set)

To K.K. DNAFORM, the Sublicensor (hereafter the "Sublicensor") for the right to the use of RIKEN Mouse FANTOM™ cDNA Clones and the related information thereof possessed by The Institute of Physical and Chemical Research (RIKEN).

We, the Party whose detailed information is attached hereto and as given in the Order Form (hereinafter "Sublicensee"), hereby acknowledge that the RIKEN Mouse FANTOM™ cDNA Clones and related information thereof (hereafter "the Clones") are constructed based on the patents (including those pending) possessed jointly by The Institute of Physical and Chemical Research (RIKEN) (hereafter the "Licensor") and the Sublicensor, and the Sublicensee hereby agrees that the Clones remain as the property of the Licensor and the Sublicensor, even after we have sublicensed the use of the same from you. We further covenant the following:

- (a) For the receipt of the Clones from you under the sublicense, we have cleared and completed all the legally required procedures for the receipt of recombinant DNA materials and implementation of experiments involving recombinant materials in our laboratory using the Clones, as requested by the Japanese Government as specified by the Recombinant DNA Experiment Guidelines in accordance to the Cartagena Law dated from June 18, 2003 (hereafter "Guidelines"), or the equivalent of the Guidelines in the country (countries) where our experiment will be conducted in other countries than Japan. We hereto attach a copy of the certificate of implementation of recombinant experiment issued by the officer or authority as required by the applicable laws or regulations in the country where our experiment is to be conducted.
- (b) We will not transfer, lend, license the use of or sell any or all of the Clones and/or any products derived therefrom to a third party and we will use the Clones for our internal research purposes only. We will not use or cause to use any or all of the Clones and/or any products derived therefrom for any commercial activities.
- (c) When we publish a paper or otherwise make public the results of our research work using the Clones sublicensed to us, we shall clearly state in writing in such papers, etc. that the work was done using the Clones, the use of which was sublicensed from The Institute of Physical and Chemical Research (RIKEN), and the following legend shall be used: "RIKEN Mouse FANTOM™ cDNA clones were established by the Genome Exploration Research Group, RIKEN GSC as described below, and a replica was provided by K.K. DNAFORM: FANTOM Consortium; RIKEN Genome Exploration Research Group and Genome Science Group (Genome Network Project Core Group).
- (d) The Sublicense to us of the use of the Clones has been made at our request and therefore we hereby waive any rights to claim damages resulting from, or in connection with, the use of the Clones, on any theory of liability, whether in contract, tort (including negligence), breach of warranty or otherwise.
- (e) We agree that RIKEN Mouse FANTOM™ Sets, individual RIKEN Mouse FANTOM™ PS Clones, and/or RIKEN Mouse FANTOM™ FLS Clones, shall be delivered to us for Laboratory research purpose only and that those Clones shall not be used for any diagnostics, therapeutics or military purposes of any kind.