

BIOLOGICAL MATERIALS LICENSE AGREEMENT FOR LiveWare®

This Biological Materials License Agreement (the "AGREEMENT") is entered into between Molecular Devices Corporation, a Delaware corporation having an office at 1311 Orleans Drive, Sunnyvale, CA 94089 ("MDC"), and _____, with an office at _____ ("LICENSEE").

1. DEFINITIONS

"AFFILIATE" means any corporation, association or other entity that directly or indirectly controls, is controlled by or is under common control with LICENSEE. As used in this definition, the term "control" (with correlative definitions for "controlled by" and "common control with") means beneficial ownership of more than 50% of the voting or income interest in the controlled entity.

"MATERIALS" means the SUPPLIED MATERIALS (as defined in Section 2 below), together with all progeny, subclones, unmodified derivatives thereof, and cell lines or single use transfectants that are modified derivatives thereof, generated or otherwise made by LICENSEE.

2. Following receipt of an executed copy of this AGREEMENT from LICENSEE and a commercial Purchase Order for any or all of the biological materials listed in Appendix A or supplied by MDC under the product family name Liveware® against an unexpired MDC commercial quotation to LICENSEE, and subject to the availability of such materials, MDC agrees to provide LICENSEE with samples of such materials (such materials, the "SUPPLIED MATERIALS"). In the event of the unintentional destruction of any of the SUPPLIED MATERIALS, MDC agrees to provide to LICENSEE replacement samples of such destroyed SUPPLIED MATERIALS during the first two (2) years of the term of this AGREEMENT, as available, at a nominal fee.
3. Prior to March 10, 2013, LICENSEE shall have the right to submit additional commercial Purchase Orders for any or all of the biological materials listed in Appendix A or supplied by MDC under the product family name Liveware® against unexpired MDC commercial quotations to LICENSEE, and subject to the availability of such materials, MDC agrees to provide LICENSEE with samples of such additional materials. Once such additional materials are provided to LICENSEE by MDC, and subject to payment by LICENSEE of the non-refundable license fee set forth in the applicable MDC commercial quotation, such materials shall be deemed SUPPLIED MATERIALS hereunder and shall be included in the license granted to LICENSEE in Section 4 below.

4. Subject to payment by LICENSEE of the non-refundable license fee set forth in MDC's commercial quotation, MDC hereby grants to LICENSEE and its AFFILIATES a non-exclusive, royalty-free license, without rights to sublicense, under the intellectual property rights owned or controlled by MDC on the EFFECTIVE DATE (as defined in Section 6 below) that cover the MATERIALS or the method(s) of making or using the MATERIALS to use the MATERIALS solely for life sciences research purposes and commercial drug screening activities. LICENSEE covenants that neither it nor its AFFILIATES will use the MATERIALS for any purpose other than for life sciences research purposes and commercial drug screening activities.
5. All payments required under this Agreement shall be in U.S. Dollars, net of all non-U.S. taxes, and shall be made payable to MDC against invoices sent by MDC. Payments shall be made within 30 days of LICENSEE's receipt of invoice.
6. This Agreement shall become effective on the last date on which both parties have executed this AGREEMENT (the "EFFECTIVE DATE"), and unless earlier terminated as provided herein, shall expire twenty (20) years after the EFFECTIVE DATE.
7. LICENSEE agrees to retain control over the MATERIALS and shall not sell, transfer, or otherwise provide access to the MATERIALS to third parties; provided, however, that LICENSEE may transfer or otherwise provide access to the MATERIALS to its AFFILIATES solely for life sciences research purposes and commercial drug screening activities. The use of the MATERIALS by LICENSEE's AFFILIATES shall be subject to the terms and conditions of this AGREEMENT.
8. LICENSEE understands and agrees that the MATERIALS may have unpredictable and unknown biological and/or chemical properties, that they are to be used with caution, and that they are not to be used for in vivo testing in or treatment of humans. LICENSEE will use the MATERIALS in compliance with all applicable federal, state, and local laws, statutes, regulations, and guidelines, including, but not limited to, any laws or regulations relating to the research, testing, storage, or other authorized use of the MATERIALS, Public Health Service regulations and guidelines, and animal welfare laws and regulations.
9. THE MATERIALS HEREUNDER PROVIDED ARE EXPERIMENTAL IN NATURE AND ARE PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MDC MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT. THE LICENSE GRANTED TO LICENSEE AND ITS AFFILIATES HEREUNDER IS GRANTED "AS IS", AND MDC DOES NOT OFFER ANY GUARANTEES OF ANY KIND.

10. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 10 SHALL LIMIT THE INDEMNIFICATION OBLIGATION OF LICENSEE UNDER SECTION 11.
11. LICENSEE agrees to indemnify and hold harmless MDC from any claims, costs, damages or losses that may arise from or through (a) the use or disposal of the MATERIALS by LICENSEE or LICENSEE'S AFFILIATES, or (b) the use of any inventions, discoveries, information, data, or products created or generated by LICENSEE or its AFFILIATES from LICENSEE'S or LICENSEE'S AFFILIATES' use of the MATERIALS, except to the extent that any such claims, costs, damages, or losses arise from the gross negligence or willful misconduct of MDC. LICENSEE further agrees that it will not, by its action, bring MDC into any lawsuit involving the MATERIALS unless such lawsuit arises from the gross negligence or willful misconduct of MDC.
12. MDC may terminate this AGREEMENT upon written notice if LICENSEE fails to cure a material breach within thirty (30) days after the date on which MDC provides written notice to LICENSEE identifying such breach.
13. LICENSEE may terminate this AGREEMENT for any reason upon thirty (30) days' written notice. If LICENSEE terminates this AGREEMENT under this Section 13, LICENSEE shall, at MDC's option, either return to MDC all MATERIALS or destroy all MATERIALS and provide to MDC a certificate of destruction thereof within thirty (30) days after the effective date of termination.
14. This Agreement shall be construed in accordance with the laws of the state of California, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.
15. This Agreement constitutes the entire understanding of MDC and LICENSEE and supersedes all prior agreements and understandings with respect to the MATERIALS.
16. The provisions of the Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

17. All notices permitted to be given under this Agreement shall be in writing and shall be (a) mailed by registered or certified first-class mail, (b) mailed by Federal Express or other international overnight delivery service, (c) transmitted by facsimile, or (d) delivered personally. Such notices will be deemed to have been sufficiently given for all purposes (i) two (2) days after mailing by registered first class mail, (ii) one (1) days after sending by express delivery service, (iii) the same day if sent by facsimile transmission with electronic confirmation of transmission if transmission is confirmed during the recipient's normal business hours, or otherwise on the recipient's next business day, or (iv) immediately if personally delivered. Unless otherwise specified in writing, any notices sent to a Party shall be sent to the attention of the chief executive officer at the address of such Party set forth in the first paragraph of this Agreement. Any Party may, by written notice to the other, designate a new address or fax number to which notice to that Party shall thereafter be mailed or faxed.

18. LICENSEE hereby guarantees the performance by its AFFILIATES of LICENSEE'S obligations under this AGREEMENT, and shall cause its AFFILIATES to comply with the provisions of this AGREEMENT in connection with such performance. Any breach by its AFFILIATES of any of LICENSEE'S obligations under this AGREEMENT shall be deemed a breach by LICENSEE, and MDC may proceed directly against LICENSEE'S AFFILIATES without any obligation to first proceed against LICENSEE.

19. Sections 10, 11, 13, 14, 16, and 19 of this Agreement shall survive the termination or expiration of this Agreement.

MOLECULAR DEVICES CORPORATION

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

Description of MATERIALS

RD-PGA16. Gα16 Plasmid cDNA, plasmids containing the gene for the Gα16 protein. RD-PGA16 will be provided in two constructs, one of which will have a hygromycin selectable marker and the other of which will have a G418 selectable marker, to allow co-transfection with receptors.

RD-PGQI5. Gqi5, Plasmid cDNA, plasmids containing the gene for the Gqi5 chimeric protein, produced by MDC under license from The J. David Gladstone Institutes. RD-PGQI5 will be provided in two constructs, one of which will have a hygromycin selectable marker and the other of which will have a G418 selectable marker, to allow co-transfection with receptors.

RD-PGQO5. Gqo5, Plasmid cDNA, plasmids containing the gene for the Gqo5 chimeric protein, produced by MDC under license from The J. David Gladstone Institutes. RD-PGQO5 will be provided in two constructs, one of which will have a hygromycin selectable marker and the other of which will have a G418 selectable marker, to allow co-transfection with receptors.

RD-PGQS5. Gqs5, Plasmid cDNA, plasmids containing the gene for the Gqs5 chimeric protein, produced by MDC under license from The J. David Gladstone Institutes. RD-PGQS5 will be provided in two constructs, one of which will have a hygromycin selectable marker and the other of which will have a G418 selectable marker, to allow co-transfection with receptors.

RD-PGQZ5. Gqz5, Plasmid cDNA, plasmids containing the gene for the Gqz5 chimeric protein, produced by MDC under license from The J. David Gladstone Institutes. RD-PGQZ5 will be provided in two constructs, one of which will have a hygromycin selectable marker and the other of which will have a G418 selectable marker, to allow co-transfection with receptors.

RD-HGA16. Host Gα16-coupled CHO cells, a cell line developed at MDC consisting of a CHO cell host into which has been stably transfected the plasmid for the Gα16 protein, with hygromycin used as the selection agent.

RD-HGQI5 or RD-HGQI5 (G418). Host Gqi5-coupled CHO cells, a cell line developed at MDC consisting of a CHO cell host into which has been stably transfected the plasmid for the Gqi5 protein, with hygromycin or G418 used as the selection agent.

RD-HGQO5. Host Gqo5-coupled CHO cells, a cell line developed at MDC consisting of a CHO cell host into which has been stably transfected the plasmid for the Gqo5 protein, with hygromycin used as the selection agent.

RD-HGQS5 or RD-HGQI5 (G418). Host Gqs5-coupled CHO cells, a cell line developed at MDC consisting of a CHO cell host into which has been stably transfected the plasmid for the Gqs5 protein, with hygromycin or G418 used as the selection agent.

RD-HGQZ5 or RD-HGQZ5 (G418). Host GqZ5-coupled CHO cells, a cell line developed at MDC consisting of a CHO cell host into which has been stably transfected the plasmid for the GqZ5 protein, with hygromycin or G418 used as the selection agent.