

**Terms and Conditions of Use Statement  
For Material Requested From  
Fred Hutchinson Cancer Center  
IHWG Cell and Gene Bank**

**Not-For-Profit/Academic Entity**

By accepting the MATERIAL (as defined below) the RECIPIENT agrees to the following terms and conditions:

RECIPIENT means the institution that requested and is receiving MATERIAL from the Fred Hutchinson Cancer Center IHWG Cell and Gene Bank.

MATERIAL means the genomic DNA listed in Exhibit 1, attached hereto, and incorporated herein in its entirety, and received by RECIPIENT from the Fred Hutchinson Cancer Center IHWG Cell and Gene Bank ("FHCC"), any and all progeny, clones, including unmodified derivatives of those genomic DNA and any modifications which are based on or incorporate an element of the original genomic DNA.

The RECIPIENT agrees that it shall use the MATERIAL for biomedical research purposes only. The MATERIAL shall not be sold or used for any commercial purposes. The above MATERIAL is being made available as a service to the research community.

**THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.**

The RECIPIENT agrees to acknowledge the Fred Hutchinson Cancer Center IHWG Cell and Gene Bank in any presentations and publications reporting use of the MATERIAL.

The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations

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RECIPIENT will be fully responsible and liable for all pre-clinical, clinical, or other uses and applications of the MATERIAL by RECIPIENT. To the extent permitted by applicable law, RECIPIENT agrees to hold harmless and defend FHCC and its respective agents and employees, and their successors heir and assigns ("Indemnitees") from and against any liability, claims, damages or expenses, including attorneys fees, resulting from, arising out of or in any way relating to RECIPIENT'S use of the MATERIAL or any related product (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM, ARISING OUT OF OR RELATING TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNITEES); provided, that RECIPIENT shall not be required to indemnify the Indemnitees for to the extent any liability, claim, damage or expense results from, arises out of or relates to the gross negligence, recklessness, or willful misconduct of FHCC.

Title and risk of loss shall pass to RECIPIENT upon transfer to such common carrier. RECIPIENT will promptly pay FHCC for the MATERIAL and all shipping costs as provided in the submitted invoice.

Acceptance of the MATERIAL by the RECIPIENT shall be deemed agreement to these Terms & Conditions of Use.