

## 個人情報の取り扱いについて

注文書・確認書・確約書等にご記入いただきましたお客様の個人情報は、当社個人情報保護方針に基づき適切に取り扱い、次のような目的に利用いたします。利用目的を変更する必要がある場合は、変更前の利用目的と相当の関連性を有すると合理的に認められる範囲内で変更し、変更後の利用目的を本ページに告知いたします。

- (1) ご記入内容の確認のため
- (2) 当社へのお問い合わせや資料等のご請求への対応
- (3) 当社が取扱う製品・サービスの変更案内やサポート情報の提供

ご記入いただきました内容の確認のため、または製品仕様等が変更された場合、当社担当者よりご連絡もしくは訪問させていただく場合があります。

英文でご記入いただきました書面は、当社から System Biosciences 社へ Fax もしくは e-mail で送り、System Biosciences 社経由で Transposagen Biopharmaceuticals 社へ送ります。製品ご購入後 6 か月以内に Transposagen Biopharmaceuticals 社担当者よりご記入いただきました内容を元にご連絡させていただきます。

個人情報のご記入がない場合には製品のお届けおよびご希望のサービスが提供できない場合がありますのでご了承ください。

- 上記に同意して記入する。       上記に同意しない。



テクニカルサポート・受託特注品担当にお問い合わせ下さい。

個人情報に関するお問い合わせおよび開示・訂正・削除のお申込み先：

フナコシ株式会社 総務部 個人情報相談窓口

住所 〒113-0033 東京都文京区本郷 2-9-7

TEL. 03-5684-1611 FAX 03-5684-1614

e-mail : [privacy@funakoshi.co.jp](mailto:privacy@funakoshi.co.jp)

個人情報保護管理者の氏名又は職名、所属及び連絡先：

個人情報管理者：フナコシ株式会社 システム本部長

住所 〒113-0033 東京都文京区本郷 2-9-7

TEL. 03-5684-1611 FAX 03-5684-1614

## System Biosciences 社 PiggyBac Transposon Vector 使用者 確約書

System Biosciences 社（メーカー：SBI）の PiggyBac Transposon Vector をご購入の際は、End User Customer Agreement for piggyBac Vectors への同意及びご使用者のご署名が必要です。

### ◎大学・官公庁研究所（Academic）にご所属のお客様

3～4 ページ目の Not-for-Profit End User Customer Agreement for piggyBac Vectors （必ず英語の原文をご確認下さい） の規約に同意いただける場合は、以下のご購入者記入欄に必要事項をご記入・ご署名の上、販売担当者様にお渡し下さい。当社でご所属・お名前を確認の上、製品をお届けします。

### ◎営利団体・企業（Commercial Entity）にご所属のお客様

ご購入後 6 か月を越えて本製品を使用される場合、Transposagen Biopharmaceuticals 社と別途ライセンス契約\*が必要です。5～6 ページ目の Commercial End User Customer Agreement for piggyBac Vectors （必ず英語の原文をご確認下さい） の規約に同意いただける場合は、以下のご購入者記入欄および 6 ページ目（英語でご記入下さい）に必要事項をご記入・ご署名の上、販売担当者様にお渡し下さい。当社および System Biosciences 社でご所属・お名前を確認の上、製品をお届けします。

\*ご購入から 6 か月を超えて本製品を使用されるかどうか、Transposagen Biopharmaceuticals 社より直接ご連絡させていただきますので予めご了承下さい。

Transposagen Biopharmaceuticals 社とのライセンス契約に関しては、以下にお問合せ下さい。

連絡先：jlesnik@systembio.com

ご購入者記入欄（日本語でご記入下さい）

お名前（フリガナ）： \_\_\_\_\_

勤務先： \_\_\_\_\_

所属部署： \_\_\_\_\_

勤務先所在地： \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

販売店記入欄

社名： \_\_\_\_\_ 担当者名： \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail : \_\_\_\_\_

※ 販売店の方へ：

本使用者確約書（ご購入者が営利団体・企業にご所属の場合は 6 ページ目も必要です）を通常の注文書と併せて、当社受託・特注品業務担当（Fax 03-5684-6539）へお送り下さい。



## Not-for-Profit End User Customer Agreement for piggyBac Vectors

The terms and conditions set forth below are in addition to the terms and conditions of sale published in the catalogue of System Biosciences, LLC, (“System Bio”). The terms and conditions set forth below and the terms and conditions of sale published in System Bio’s catalogue shall hereafter collectively be referred to as the “Terms of Sale.” Customer shall accept the Terms of Sale by submitting Customer’s valid purchase order. Customer’s purchase order shall not be binding on System Bio until the Terms of Sale has been accepted by System Bio. Customer agrees that no term or condition in Customer’s purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer’s purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows.

1. System Bio distributes *piggyBac* vectors under a license granted by Transposagen Biopharmaceuticals, Inc. (“Transposagen”). Transposagen maintains ownership of the *piggyBac* vectors. Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer.
  - a. System Bio grants Customer a limited license to use the vectors being purchased subject to the Terms of Sale.
  - b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as “Materials.” Materials may be used by Customer, its Affiliates and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Methods using the Materials with heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer’s expense.
  - c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer that includes at least the following conditions. A “Contract Service Provider” means an entity that performs fee-for-service contract research services for the benefit of Customer. A “Collaborator” means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement.
  - d. Each agreement with a Contract Service Provider shall (i) permit the use of Licensed Products by such Contract Service Provider solely for the internal research and discovery purposes of such Licensed Customer; (ii) acknowledge that the use of Materials with heterologous genes is covered by patent rights in US Patent No. 6,218,185; (iii) assign all right, title, and interest in and to any data, information, discoveries, or intellectual property rights resulting from or developed by the use of Materials by such Contract Service Provider to the Licensed Customer; (iv) prohibit the sale or transfer of such Materials by such Contract Service Provider to any third party; (v) obligate such Contract Service Provider to return to the Licensed Customer or destroy such Materials upon the completion of its services for such Licensed Customer; and (vi) prohibits the use of the Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus.
  - e. Each agreement with a Collaborator shall: (i) permit the use of Materials by such Collaborator solely for the research and discovery purposes of Licensed Customer; (ii) acknowledges that the use of Materials with heterologous genes is covered by patent rights in US Patent No. 6,218,185; (iii) assigns all right, title, and interest right in and to any data, information, discoveries, and intellectual property to such Licensed Customer, or, alternatively, grants such Licensed Customer an exclusive option to obtain an exclusive license to intellectual property rights resulting from or developed by the Collaborator through the use of Materials; (iv) prohibits the sale or transfer of such Materials by such Collaborator to any third party; (v) obligates such Collaborator to return to the Licensed Customer or destroy such Materials upon the completion of its collaborative research with such



Licensed Customer; (vi) prohibits the use of Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus; and (vii) prohibits the derivatization, cloning, or modification of Materials.

f. Customer acknowledges and agrees that Transposagen may be informed of Materials supplied to Customer.

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. SYSTEM BIO HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SYSTEM BIO MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. SYSTEM BIO AND TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after the inventory of Licensed Products have been exhausted.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to System Bio's reasonable satisfaction within thirty (30) days after default, System Bio may terminate this Agreement at its option.

6. TRANSPOSAGEN is not a party to this Agreement and has no liability to Customer, its Affiliates, Collaborators or Contract Service Providers, but TRANSPOSAGEN is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of TRANSPOSAGEN and are enforceable by TRANSPOSAGEN in its own name.



## Commercial End User Customer Agreement for piggyBac Vectors

The terms and conditions set forth below are in addition to the terms and conditions of sale published in the catalogue of System Biosciences, LLC, (“System Bio”). The terms and conditions set forth below and the terms and conditions of sale published in System Bio’s catalogue shall hereafter collectively be referred to as the “Terms of Sale.” Customer shall accept the Terms of Sale by submitting an executed copy of this document together with Customer’s valid purchase order. Customer’s purchase order shall not be binding on System Bio until the Terms of Sale has been accepted by System Bio. Customer agrees that no term or condition in Customer’s purchase order shall modify, supplement or amend the Terms of Sale, and further that in the event of any conflict between the Terms of Sale and Customer’s purchase order, the Terms of Sale shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows.

1. System Bio distributes *piggyBac* vectors under a license granted by Transposagen Biopharmaceuticals, Inc. (“Transposagen”). Transposagen maintains ownership of the *piggyBac* vectors. Customer agrees to the following terms and conditions of use with respect to each of the *piggyBac* vectors ordered by Customer.

a. System Bio grants Customer a limited license to use the vectors being purchased subject to the Terms of Sale.

b. *piggyBac* vectors and any biological material derived therefrom are collectively referred to as “Materials.” Materials may be used by Customer, its Affiliates and Contract Service Providers solely for the internal research purposes of Customer and its Affiliates, including without limitation, research directed towards the discovery, identification, selection, characterization of human therapeutic products. Methods using the Materials with heterologous genes are covered by US Patent No. 6,218,185. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any Materials or return Materials to Transposagen at the Customer’s expense.

c. Customer agrees that neither Customer nor any of its Affiliates shall re-sell or transfer Materials to any third party except that Materials may be transferred to a Contract Service Provider or Collaborator who has entered into an agreement with Customer that includes at least the following conditions. A “Contract Service Provider” means an entity that performs fee-for-service contract research services for the benefit of Customer. A “Collaborator” means an academic or non-profit research institution that performs collaborative research with Customer under an executed collaborative research agreement.

d. Each agreement with a Contract Service Provider shall (i) permit the use of Licensed Products by such Contract Service Provider solely for the internal research and discovery purposes of such Licensed Customer; (ii) acknowledge that methods of using Materials with heterologous genes are covered by patent rights in US Patent No. 6,218,185; (iii) assign all right, title, and interest in and to any data, information, discoveries, or intellectual property rights resulting from or developed by the use of Materials by such Contract Service Provider to the Licensed Customer; (iv) prohibit the sale or transfer of such Materials by such Contract Service Provider to any third party; (v) obligate such Contract Service Provider to return to the Licensed Customer or destroy such Materials upon the completion of its services for such Licensed Customer; and (vi) prohibits the use of the Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus.

e. Each agreement with a Collaborator shall: (i) permit the use of Materials by such Collaborator solely for the research and discovery purposes of Licensed Customer; (ii) acknowledges that methods of using the Materials with heterologous genes are covered by patent rights in US Patent No. 6,218,185; (iii) assigns all right, title, and interest right in and to any data, information, discoveries, and intellectual property to such Licensed Customer, or, alternatively, grants such Licensed Customer an exclusive option to obtain an exclusive license to intellectual property rights resulting from or developed by the Collaborator through the use of Materials; (iv) prohibits the sale or transfer of such Materials by such Collaborator to any third party; (v) obligates such



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 Tel: (650) 968-2200  
 Fax: (650) 968-2277  
 www.systembio.com



Collaborator to return to the Licensed Customer or destroy such Materials upon the completion of its collaborative research with such Licensed Customer; (vi) prohibits the use of Materials in human subjects or for research and discovery of any technology related to the area of human reproduction that involve abortifacients or treatment of infertility through fertilization other than through coitus; and (vii) prohibits the derivatization, cloning, or modification of Materials.

f. Customer acknowledges and agrees that Transposagen may be informed of Materials supplied to Customer.

2. *piggyBAC* VECTORS ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. SYSTEM BIO HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, SYSTEM BIO MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF MATERIALS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. SYSTEM BIO AND TRANSPOSAGEN SHALL HAVE NO OBLIGATION OR LIABILITY WHETHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. ANY DAMAGE AWARD WILL BE CAPPED AT THE COSTS OF THE MATERIALS.

4. The Agreement shall commence upon execution and remain in effect until the earlier of: (a) termination of this Agreement in accordance with paragraph 5; or (b) expiration of this Agreement after six (6) months from the date of execution.

5. If Customer defaults in the performance of, or fails to be in compliance with, any condition or covenant of this Agreement and any such default or noncompliance shall not have been remedied, or steps initiated to remedy the same to System Bio's reasonable satisfaction within thirty (30) days after default, System Bio may terminate this Agreement at its option.

6. TRANSPOSAGEN is not a party to this Agreement and has no liability to Customer, its Affiliates, Collaborators or Contract Service Providers, but TRANSPOSAGEN is an intended third-party beneficiary of this Agreement and certain of its provisions are for the benefit of TRANSPOSAGEN and are enforceable by TRANSPOSAGEN in its own name.

IN WITNESS WHEREOF, Customer has caused the Terms of Sale to be executed by its duly authorized representative on the date set forth below to be effective as of the date thereof.

By: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_  
 Print Customer Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company City, State: \_\_\_\_\_  
 Zip, Country: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Date: \_\_\_\_\_