

## 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 Transposagen Biopharmaceuticals 社へ Fax もしくは e-mail で送ります。

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

# Transposagen Biopharmaceuticals 社 XTN site-specific Nuclease (TALE Nuclease, TALEN)

## 使用者 確約書

Transposagen Biopharmaceuticals 社（メーカー略称：TPB）の XTN TALEN をご購入の際は、CUSTOMER AGREEMENT FOR SITE-SPECIFIC NUCLEASE PRODUCTION への同意及びご使用者のご署名が必要です。

### ◎既に Agreement をご提出済みのお客様

既に有効な Agreement を提出済みの場合は、再提出は不要です。以下のボックスにチェックをして頂き、以下のご購入者記入欄に必要事項をご記入・ご署名の上、本ページのみを販売担当者様にお渡し下さい。

有効な Agreement を提出済み。

### ◎初めてご購入されるお客様

#### ・大学・官公庁研究所（Academic）にご所属のお客様

3～4 ページ目の CUSTOMER AGREEMENT FOR SITE-SPECIFIC NUCLEASE PRODUCTION FOR ACADEMIC (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 4 ページ目(英語でご記入ください)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 Transposagen Biopharmaceuticals 社で所属・お名前を確認の上、製品をお届けします。

\* Transposagen Biopharmaceuticals 社は、ご注文いただいた受託品 (XTN site-specific Nuclease (TALE Nuclease, TALEN)) について、出荷から 6 か月以内に商品化する権利を有します。予めご了承下さい。

#### ・営利団体・企業（Industry）にご所属のお客様

5～6 ページ目の CUSTOMER AGREEMENT FOR SITE-SPECIFIC NUCLEASE PRODUCTION FOR INDUSTRY (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 Transposagen Biopharmaceuticals 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。

## CUSTOMER AGREEMENT FOR SITE-SPECIFIC NUCLEASE PRODUCTION FOR ACADEMIC

The terms and conditions set forth below shall hereafter collectively be referred to as the “Terms of Use” offered by Transposagen Biopharmaceuticals Inc. (“Transposagen”) to Customer. Customer shall accept the Terms of Use by agreeing to the terms in this document together with Customer’s valid purchase order. Customer agrees that no term or condition in Customer’s purchase order shall modify, supplement or amend the Terms of Use, and, in the event of any conflict between the Terms of Use and Customer’s purchase order, the Terms of Use shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use with respect to each of the XTN site-specific nucleases (see definition below) ordered by Customer:

1. Transposagen produces and distributes “XTN site-specific nucleases,” which are defined as custom Xanthamonas TAL Nucleases designed to cleave DNA at a specific site.
  - a. In return for payment of the applicable purchase price, Transposagen will deliver Customer an XTN site-specific nuclease and grants Customer a license to use the XTN site-specific nuclease subject to the Terms of Use and for mutagenesis of nucleic acids sequences. Compositions comprising XTN site-specific nucleases and methods of using the XTN site-specific are covered by pending patent rights either owned by or licensed to Transposagen.
  - b. XTN site-specific nucleases may be used, but not sold, by Customer solely for the research purposes of Customer including research directed towards the discovery, identification, selection, and mutagenesis of nucleic acids including mutagenesis of cellular genomes for the generation of animal models (the “Animal Models”) or other genome-containing reagents (the “Modified Reagents”). The license grant expressly excludes use of the XTN site-specific nuclease for human diagnostic, human therapeutic, or prophylactic uses. Nothing in this license implies that Transposagen provides any warranty or representation that Customer has all necessary patent rights to use any Animal Models or Modified Reagents for Customer’s purpose. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any XTN site-specific nucleases. Transposagen reserves the right to commercialize the XTN site-specific nuclease within 6 months after the delivery date.
  - 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. 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. If Customer wishes to commercialize an XTN site-specific nuclease or XTN related Cell Lines and Animal Models, Customer will notify Transposagen of its desire for such commercialization in writing at the following address via email: [info@transposagenbio.com](mailto:info@transposagenbio.com) for more information, following which Transposagen will negotiate a license for commercialization of such XTN site-specific nucleases. Nothing in this Section 1(c) shall detract from the limitations of the license described in Section 1(b).
2. XTN SITE-SPECIFIC NUCLEASES ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TRANSPOSAGEN HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TRANSPOSAGEN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE XTN SITE-SPECIFIC NUCLEASES WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.
3. 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 XTN SITE-SPECIFIC NUCLEASES.
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 has been exhausted. Transposagen retains the right to sell the custom products 6 months after execution of this Agreement.

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 Transposagen's reasonable satisfaction within thirty (30) days after default, Transposagen may terminate this Agreement at its option.

6. Customer represents and warrants that it has full power and authority to execute, deliver, and perform this Agreement and that no other actions that have not already been taken by Customer are necessary to authorize the Customer's execution and delivery of the Agreement.

By: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Print Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Transposagen

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CUSTOMER AGREEMENT FOR SITE-SPECIFIC NUCLEASE PRODUCTION FOR INDUSTRY

The terms and conditions set forth below shall hereafter collectively be referred to as the “Terms of Use” offered by Transposagen Biopharmaceuticals Inc. (“Transposagen”) to Customer. Customer shall accept the Terms of Use by agreeing to the terms in this document together with Customer’s valid purchase order. Customer agrees that no term or condition in Customer’s purchase order shall modify, supplement or amend the Terms of Use, and, in the event of any conflict between the Terms of Use and Customer’s purchase order, the Terms of Use shall control. Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to the following terms and conditions of use with respect to each of the XTN site-specific nucleases (see definition below) ordered by Customer:

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a. In return for payment of the applicable purchase price, Transposagen will deliver Customer an XTN site-specific nuclease and grants Customer a license to use the XTN site-specific nuclease subject to the Terms of Use and for mutagenesis of nucleic acids sequences. Compositions comprising XTN site-specific nucleases and methods of using the XTN site-specific are covered by pending patent rights either owned by or licensed to Transposagen.

b. XTN site-specific nucleases may be used, but not sold, by Customer solely for the research purposes of Customer including research directed towards the discovery, identification, selection, and mutagenesis of nucleic acids including mutagenesis of cellular genomes for the generation of animal models (the “Animal Models”) or other genome-containing reagents (the “Modified Reagents”). The license grant expressly excludes use of the XTN site-specific nuclease for human diagnostic, human therapeutic, or prophylactic uses. Nothing in this license implies that Transposagen provides any warranty or representation that Customer has all necessary patent rights to use any Animal Models or Modified Reagents for Customer’s purpose. Upon expiration or termination of this Agreement for any purpose, Customer is obligated to destroy any XTN site-specific nucleases.

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. 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. If Customer wishes to commercialize an XTN site-specific nuclease or XTN related Cell Lines and Animal Models, Customer will notify Transposagen of its desire for such commercialization in writing at the following address via email: [info@transposagenbio.com](mailto:info@transposagenbio.com) for more information, following which Transposagen will negotiate a license for commercialization of such XTN site-specific nucleases. Nothing in this Section 1(c) shall detract from the limitations of the license described in Section 1(b).

2. XTN SITE-SPECIFIC NUCLEASES ARE SUPPLIED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. TRANSPOSAGEN HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, TRANSPOSAGEN MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE XTN SITE-SPECIFIC NUCLEASES WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

3. 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 XTN SITE-SPECIFIC NUCLEASES.

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Print Name & Title: \_\_\_\_\_

Print Customer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Transposagen

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_