UC DAVIS/NIH NEUROMAB FACILITY Non-Commercial Research License Agreement

These Neural-specific Monoclonal Antibodies ("MATERIALS") are the property of The Regents of the University of California as represented by its Davis campus ("THE REGENTS") or third party donors ("DONORS") who have donated MATERIALS for distribution to companies, institutions, universities and other entities ("USERS") by Antibodies Incorporated ("ANTIBODIES") from the UC Davis/NIH NeuroMab Facility. Use of the MATERIALS is subject to the USAGE RESTRICTIONS below. For other uses, including commercial use, please contact THE REGENTS for appropriate licenses. THE REGENTS and/or DONORS retain ownership of the MATERIALS, including any MATERIALS in any substances created by USERS that contain or incorporate the MATERIALS ("MODIFICATIONS"). USERS are responsible for ensuring that all relevant licenses are obtained for any use of these MATERIALS.

USAGE RESTRICTIONS:

BY ACCEPTING OR USING THESE MATERIALS, YOU AGREE TO BE BOUND BY THE CONDITIONS OF THIS NOTICE. You may refuse to accept the conditions of this notice by returning the unused MATERIALS to ANTIBODIES.

The MATERIALS are distributed for non-commercial research purposes only. USERS will not sell or use the MATERIALS for commercial purposes.

USERS will not distribute the MATERIALS to any third parties for any purposes. USERS will refer any requests for the MATERIALS to the UC Davis/NIH NeuroMab Facility. USERS may transfer MODIFICATIONS at no cost, other than a transmittal fee solely to reimburse the USERS for their preparation and distribution costs, to other scientists for non-commercial research purposes only if the recipient of the MODIFICATIONS receives a copy of this notice and agrees to be bound by its terms.

THE MATERIALS ARE NOT FOR USE IN HUMAN SUBJECTS.

USERS will cite the UC Davis/NIH NeuroMab Facility in any publication(s) describing the research utilizing the MATERIALS. The suggested acknowledgment statement is as follows: The monoclonal antibody _____ was developed by and/or obtained from the UC Davis/NIH NeuroMab Facility, supported by NIH grant U24NS050606 and maintained by the Department of Neurobiology, Physiology and Behavior, College of Biological Sciences, University of California, Davis, CA 95616.

Any MATERIALS provided pursuant to this Research License Agreement are understood to be experimental in nature and may have hazardous properties. ANTIBODIES, THE DONORS, THE REGENTS AND THE UNITED STATES GOVERNMENT MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Nothing in this Agreement grants by implication, estoppel, or otherwise any rights in the intellectual property of THE REGENTS except as explicitly set forth herein.

Unless prohibited by law, USERS assume all liability for claims for damages against it by third parties which may arise from the USERS' use, storage or disposal of the MATERIALS. To the extent permitted by law, USERS will hold harmless, defend, and indemnify ANTIBODIES, DONORS, THE REGENTS and the United States Government against any claims, costs or other liabilities which may arise as a result of the USERS' use, storage or disposal of the MATERIALS.