Research Tools License
Terms and Conditions
WSU OC Ref #: 1598

The Purchaser (as hereinafter defined) agrees to the following terms and conditions concerning certain materials listed below.

The Materials (as hereinafter defined) were developed and/or discovered by Dr. Ming Xian, an employee of Washington State University (hereinafter "WSU") working either alone or together with other researchers at WSU, and are the subject matter of U.S. Patent/Patent Application No.62/234,152 and entitled "Fluorescent probes for the detection of hydrogen polysulfides" and those claims of any U.S. patent and patent application(s) based thereon which claim an invention described in said patents, and any pending and new divisionals, continuations, reissues or foreign counterparts thereof. The Materials, the patents and the patent applications are the property of WSU ("WSU Property") and are generally referred to as WSU Case No.1598.

1. Definitions:

   (a) The term "Materials", for purposes of this agreement, shall mean a Fluorescent probe for sulfane sulfurs detection, as delivered to Purchaser/s, and unmodified derivatives incorporated in modifications and other substances;
   (b) The term "Purchaser", for purposes of this agreement shall mean any non-profit or for-profit organization organized and existing under the laws of United States;
   (c) The term "Purchase date" means the date the Purchaser pays for the Materials
   (d) The term "Termination date" means the date the Purchaser has exhausted or otherwise utilized the supply of the Materials that was initially licensed to them at the Purchase date

2. Materials shall be sent by WSU to Purchaser within thirty (30) days of the Purchase Date.

3. WSU grants to Purchaser the non-exclusive right to use the Materials for research purposes only ("Research Tools License"). Purchaser will not sell or distribute the Materials or use the Materials to manufacture any product for subsequent sale. Purchaser acknowledges that the Materials are and remain the property of WSU.

4. The Purchaser agrees that this Agreement is entered into for research purposes only, and that Purchaser is granted no other rights under WSU Property except the rights expressly provided to Purchaser by WSU herein.

5. In consideration of the Research Tools License granted to Purchaser by WSU and for the cost of synthesis and shipping of Materials, Purchaser will pay WSU a non-refundable fee of five hundred U.S. Dollars (US $500.00).

6. Purchaser will acknowledge Department of Chemistry, Washington State University, Pullman, WA as the source of Materials in any publications that contain data generated using Materials.

7. WSU MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES WSU WARRANT THAT THE USE OF THE RESEARCH MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

8. Purchaser expressly agrees that its use of the Materials shall be in compliance with all applicable local, state, and federal procedures, rules, and regulations, and laws.

9. Purchaser agrees to indemnify, hold harmless, and defend WSU, and their officers, employees, students, and agents, whether current or former, against any and all claims for death, illness, personal injury, and property damage, including court costs and attorney fees, arising out of the use of the Materials by Purchaser.

10. Purchaser will not use the name of WSU in any advertising or publicity without its written permission.

11. This Agreement shall, in all respects, be construed in accordance with the laws of the State of Washington**.** If any provisions of this Agreement are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the Purchaser or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the Purchaser agrees to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations.

12. WSU warrants that it has the right to grant the Research Tools License hereunder.

13. This Agreement is personal to the Purchaser and shall not be assignable or otherwise transferable in whole or in part, voluntarily, involuntarily or by operation of law including any merger or consolidation, substantial change in ownership or control of a Purchaser's business, or any other means, without the prior written consent of the WSU, except Purchaser/s may, without such consent, assign this Agreement to an Affiliate or any purchaser of all or substantially all of the assets in the line of business to which this

Agreement pertains. Upon assignment, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said purchaser or successor in interest.

14. Notice with respect to this agreement shall be sent certified return receipt or registered mail and shall be deemed duly given and made on the earlier of the date of actual receipt or five (5) days after being mailed, postage prepaid, and shall be addressed as follows, provided that either party may by written notice designate a substitute address from time to time:

15. It is understood that if the United States Government (through any of its agencies or otherwise) has funded research under which any of the Materials were developed and/or discovered, the United States Government is entitled, as a right, under the provisions of 35 U.S.C. 202-212 and applicable regulations of Title 37 of the Code of Federal Regulations, to a nonexclusive, irrevocable, paid up license to practice, have practiced, or otherwise use the Materials for governmental purposes.

16. This Agreement sets forth the entire agreement between Purchaser and WSU as to its subject matter. None of the terms of this agreement shall be amended.

17. Purchaser expressly agrees that the terms of this agreement will be active from the Purchase date and will be terminated on the Termination date.

18. The Parties hereto are independent contractors and not joint ventures or partners.

19. The licensing fee includes the sales tax that would routinely be applied to the Materials.

20. By checking the “AGREE” box, the Purchaser acknowledges and agrees to be bound by these Terms and Conditions as set forth herein.