

Consent Form for MHC Tetramer Custom Service

Thank you for using our MHC Custom Tetramer Contract Service (the “Service”). Before using the Service, please read carefully the following terms and provide your consent.

Important Notice

Clients who intend to use the Service (the “Client(s)”) is requested to carefully review and confirm, in advance, the intellectual property rights, including patent rights, related to the MHC-binding peptides and MHC molecules included in the Service request, as well as the specifications of the Service provided by our company (the “Contractor”), the consent terms described below.

Please note that the use of the Service is conditional upon the Client’s agreement to the consent terms described below. If you do not agree, you will not be permitted to use the Service. Therefore, if you wish to use the Service, please sign or affix your seal to this Consent Form for MHC Tetramer Custom Service (this “Consent Form”), scan the document, and send it by email to the Contractor’s representative or the contact address listed below. The Service will commence upon receipt of this Consent Form signed or affixed your seal by the Contractor.

About the Service

Based on the information specified by the Client regarding MHC-binding peptides and MHC molecules (the “Client-Specified Information”), the Contractor will manufacture and provide custom-made MHC tetramer or MHC monomer reagents (collectively, the “Reagents”).

Consent Terms

1. The Client represents and warrants to the Contractor that the Client-Specified Information and the Contractor’s execution of the Service based on the Client-Specified Information do not infringe any third-party’s rights, including, but not limited to, patent rights and other intellectual property rights.
2. If the Contractor receives any claims, suits, actions or demands from a third party alleging infringement or other reasons related to the execution of Service (collectively, the “Claims”), and such Claims arise from or are related to the Client-Specified Information, the Client shall (i) resolve such Claims at its sole

Contact Information: inquiry-ruo@mbl.co.jp

responsibility and costs and expenses; and (ii) indemnify, defend and hold the Contractor harmless from and against any and all damages, judgments, claims, suits, actions, liabilities, costs and expenses of any kind (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with such Claims.

3. THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE EXECUTION OF SERVICE, THE REAGENTS AND THE USING OF REAGENTS DO NOT INFRINGE ANY THIRD PARTY'S RIGHTS, INCLUDING BUT NOT LIMITED TO PATENT RIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS.
4. The Contractor warrants only that the Reagents a complex formed by the peptide and MHC molecule designated in the Client-Specified Information. Except as expressly set forth in this Consent Form, THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF COMPLETENESS, USEFULNESS, SAFETY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
5. The Client shall use the Reagents solely for research purpose and shall not use the Reagents for any other purpose.
6. The Contractor will compensate the Client for any damages incurred in connection with the Service only if such damages result from causes attributable to the Contractor. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE CONTRACTOR BE LIABLE TO THE CLIENT FOR SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICE. AND, THE CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO THE CLIENT IN CONNECTION, DIRECTLY OR INDIRECTLY, WITH THE SERVICE, SHALL NOT EXCEED IN ANY MANNER WHATSOEVER THE AMOUNT ACTUALLY PAID BY THE CLIENT TO THE CONTRACTOR UNDER THE SERVICE AT THE TIME SUCH DAMAGES OCCURED.
7. This Consent Form shall be governed by and construed in accordance with the laws of Japan, without regard to conflict of laws rules. Any dispute, controversy or difference arising out of or in connection with this Consent Form or the Service shall be finally and exclusively settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association.

Contact Information: inquiry-ruo@mbl.co.jp

Consent

If you agree to the consent terms described above, please sign or affix your seal below, scan the document, and send it together with your purchase order through your distributor, or email it to the contact listed below.

I have fully understood and agreed to the contents of this Consent Form, therefore I hereby sign or affix my seal as follows.

Lot number of Custom Tetramer : _____

Note: Please describe the lot number of the custom tetramer that is listed on the quotation.

Client information

Name: _____

Department: _____

Laboratory Name: _____

Organization (Entity): _____

E-mail: _____

Note: Personal information will be handled in accordance with our Privacy Policy (<https://www.mblbio.com/e/privacy/>)

Signature

By: _____

Print Name: _____

Date: _____