

License Agreement



TD-P Revision 1.1

Creation Date: 10/24/2024

Revision Date: 1/23/2025

pSuperAgro Plasmid GoldBio Use Agreement **For use with pSuperAgro plasmid or competent cells containing pSuperAgro**

Subscription License Agreement

This Subscription License Agreement ("Agreement") is made between the licensor, Gold Biotechnology, Inc, 1328 Ashby Road, St. Louis, MO 63132 and the end user, _____ [End User Name], and governs the use of patented products licensed by _____ [Lab PI Name] as described in the included Tskuba University purchase agreement (see page 3).

1. Subscription Terms

The end user agrees to pay an annual subscription fee of \$45 USD to maintain the right to use the patented products covered under this Agreement. Payment is due at the start of each subscription term.

The end user will be provided with a unique license alphanumeric code ("License Code") upon payment, which must be referenced in all communications regarding the subscription.

2. Expiration of Subscription

If the subscription expires, the end user may continue to publish or use data generated during the active subscription period, provided that:

- The data were generated during the time the subscription was active.
- The end user properly cites their subscription period in any publications or uses of the data.

3. Renewal of Subscription

The end user may renew their subscription to continue using the patented products through one of the following methods:

- a. Purchasing a new subscription for an additional term,
- b. Purchasing new products that include the patented material covered by this Agreement,
- c. A license agreement with Tsukuba university that covers the patented products.

To renew the subscription, the end user must notify Gold Biotechnology within 30 days of either:

- Payment for a new subscription.

Gold Biotechnology

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- Purchase of products containing patented material.
- A license from Tsukuba university covering the patented materials.

The notification must reference the end user's unique License Code for proper tracking and validation of the renewal.

4. Rights and Obligations

- a. End User Rights: The end user is granted non-exclusive, limited rights to use the patented products for research or other approved purposes during the term of the subscription.
- b. Publication Rights: The end user may continue to publish research and use data generated during the active subscription, even if the subscription is not renewed, provided it was generated within the subscription term.
- c. Obligations Upon Expiration: Upon expiration of the subscription, the end user is required to stop using the patented products unless the subscription is renewed via the methods outlined above.

5. Termination

The licensor reserves the right to terminate the subscription and the Tskuba University purchase agreement if the end user fails to comply with the terms of this Agreement or fails to renew the subscription within the designated period.

6. Governing Law

This Agreement is governed by the laws of State of Missouri, United States of America.

7. Amendments

This Agreement may only be amended by written agreement signed by both parties.

8. Signatures.

End User Signature and date

Principal Investigator Signature and date

End User Printed Name

*Principal Investigator Printed Name
(if different from end user)*

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Research use only notice for obtaining the pSuperAgro plasmid or competent cells containing the pSuperAgro plasmid.

This product is a plasmid vector (known as pSuperAgro) or Agrobacterium cells harboring the pSuperAgro plasmid and used for plant transformation using Agrobacterium bacteria and resulting in an improved efficiency in introducing genes into plants and its production method, for which the University of Tsukuba holds the patent and rights. When ordering this product, the customer shall agree to the following terms and conditions and return to Goldbio the completed and signed document prior to Goldbio shipping the product to the customer.

This product is sold under license from the University of Tsukuba.

The manufacture, sale, and use of the vector for improving plant transformation efficiency, is covered by patent “Japanese Patent No. 6300377, International PCT Application No. PCT/JP2014/052844, and US Patent No. 9,944,936, with a priority date of February 8, 2013”, owned by the University of Tsukuba and, for commercial use, requires a commercial license from the University of Tsukuba..

This purchase price includes a buyer-only, non-transferable, research-only right to use the product. In particular, the sale or transfer of this product, its components, or anything derived from it to any third party is strictly prohibited.

In addition, the following commercial uses are prohibited. Commercial use of this product requires a separate commercial license agreement with the University of Tsukuba. For reference, the standard license fee is US\$10,000 per year.

#Contact: chizai@ilc.tsukuba.ac.jp

Commercial use are examples of the following:

- (1) Use this product, its contents, or anything derived therefrom in manufacturing.
- (2) Use this product or the contents of this product or anything derived therefrom to provide services, information, data, etc.
- (3) Use this product, its contents, or anything derived therefrom for diagnostic purposes
- (4) Transfer or sell vectors, clones, or libraries made with this product, its contents, or any derivative thereof.
- (5) Resell the product, its contents, or anything derived therefrom, whether for research purposes or otherwise.

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License Agreement

Customer agrees to the following terms and conditions before placing an order.

1. Not use this product for any purpose other than research.
2. Not modify this product.
3. Not transfer (distribute, sell, or resell) this product or any products made from this product to any third party.

Products

catalog number	Product name

Customer

Company / Organization	
Title	
Name	
Address	
Telephone No.	
Email Address	
Original Signature in blue ink or via DocuSign.	
Date	