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Purchaser of

Licensed Protein (as defined below)

("PURCHASER ")

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The compound(s) you have purchased (the "**Licensed Protein**", as specifically defined below), and/or the use thereof, may be covered by claims in the following patents controlled by IBA GmbH (collectively "**Patent Rights**"):

PATENT RIGHTS

A) SEQUENTIALLY ARRANGED STREPTAVIDIN-BINDING MODULES AS AFFINITY TAGS

US Patent No. 7,981,632

US Patent No. 8,735,540

DE Patent No. 101 13 776

EP Patent Application No. 1370574

B) STREPTAVIDIN MUTEINS AND METHODS OF USING THEM

Pending Patent Rights applications in US, EP, JP, CN, CA based on PCT/EP2013/074070

1. Definitions.

Whenever used in this Limited Use License document with an initial capital letter, the terms defined below, whether used in the singular or the plural, shall have the meanings specified below.

1.1 “Commercial Purpose” means any activity conducted in exchange for consideration including, but not limited to, (a) use of the Tag in research and development activities of a commercial entity or in manufacturing, (b) use of the Tag to provide a service, information or data, other than to perform Contract Research (as defined below), (c) use of the Tag for therapeutic, diagnostic or prophylactic purposes and (d) sale of the Tag, whether or not such Tag is resold for use in research. As used herein, **“Contract Research”** means surface plasmon resonance (SPR) spectroscopy services performed by a company on a fee-for-service basis wherein said company receives the Tag from their customers and wherein said company uses said Tag within surface plasmon resonance (SPR) spectroscopy only.

1.2. “Licensed Protein” shall mean Strep-Tactin XT as described in and protected by the Patent Rights (B), the use of which but for this Limited Use License would infringe one or more Valid Claims of Patent Rights (B).

1.3. “Tag” shall mean a protein or any other molecule comprising the amino acid sequence SAWSHQPFEKGGGSGGGSSGSAWSHQPFEK described in and protected by the Patent Rights (A), the use of which but for this Limited Use License would infringe one or more Valid Claims of Patent Rights (A).

1.4. “Field” shall mean immobilization of Licensed Protein in close proximity to a gold layer on a solid support (e.g. a chip) that is dedicated to enable surface plasmon resonance (SPR) spectroscopy and using said solid support for the binding of molecules comprising the Tag.

1.5. “Valid Claim” means: (a) a claim of an issued and unexpired patent within the Patent Rights that has not been (i) held permanently revoked, unenforceable, unpatentable or invalid by a decision of a court or governmental body of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, (ii) rendered unenforceable through disclaimer or otherwise, (iii) abandoned, or (iv) lost through an interference proceeding; or (b) a pending claim of a pending patent application within the Patent Rights that (i) has been asserted and continues to be prosecuted in good faith and (ii) has not been abandoned or finally rejected without the possibility of appeal or refiling.

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