

buyer and methods of performing the assays (i.e., the protocol for the assay).

Buyer agrees to comply with instructions, if any, furnished by Seller or Luminex relating to the use of the Beads and not misuse the Beads in any manner. Buyer shall not reverse engineer, decompile, disassemble or modify the Beads. Buyer acknowledges that Luminex retains ownership of all patents, trademarks, trade secrets and other proprietary rights relating to or residing in the Beads.

3. Patent Disclaimer — Neither Seller nor Luminex warrants that the use or sale of the Bead will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

4110033 Rev A 0702

## **Bio-Plex™ COOH Beads** ( $1.25 \times 10^7$ beads/ml)

### Product Insert

For use with Bio-Plex amine coupling kit  
Catalog #171-406001

For research use only.  
Not for diagnostic procedures.

The logo for BIO-RAD, featuring the text "BIO-RAD" in a bold, white, sans-serif font inside a black rounded rectangular border.

## Terms and Conditions

By opening the packaging containing Luminex's standard fluorescently-dyed microsphere beads ("Raw Beads") authorized by Luminex Corporation or using such beads in any manner, you are consenting and agreeing to be bound by the following terms and conditions. You are also agreeing that the following terms and conditions constitute a legally valid and binding contract that is enforceable against you. If you do not agree to all of the terms and conditions set forth below, you must promptly return the beads for a full refund prior to using them in any manner.

1. Acceptance — All sales are subject to and expressly conditioned upon the terms and conditions contained herein, and upon buyer's assent thereto. By purchasing these Beads, Buyer receives only the following rights of use thereof:

1) the right to use them only with Luminex's laser-based analytical instrumentation; and 2) the right to use them only for Research Use and for protein testing. Buyer, by accepting the fluorescently-dyed microsphere beads ("Beads") shall be deemed to have assented to the terms and conditions set forth herein, notwithstanding any terms contained in any prior or later communications from Buyer and whether or not Seller shall specifically or expressly object to any such terms.

2. Buyer's Use of Beads — The Beads are solely intended for laboratory research and evaluation purposes only and are not to be used for any commercial applications or purposes. Buyer agrees that no rights or licenses under Luminex's patents shall be implied from the sale of the Beads, except as expressly provided herein, and Buyer does not receive any right under Luminex's patent rights hereunder.

Buyer acknowledges and agrees that the Beads are sold and licensed only for use with Luminex's laser based fluorescent analytical test instrumentation.

Buyer hereby grants to Luminex, a nonexclusive, worldwide, unrestricted, royalty-free, fully paid-up license, with the right to grant and authorize sublicenses, under any and all patent rights in inventions comprising modifications, extensions, or enhancements made by buyer to the beads or to the manufacture or use of the beads ("improvement patents"), to make, have made, use, import, offer for sale or sell any and all beads; exploit any and all methods or processes; and otherwise exploit improvement patents for all purposes. Notwithstanding the foregoing, "improvement patents" specifically excludes patent claims conceived and reduced to practice by buyer consisting of methods of conjugating beads to analytes, the composition of matter of the specific chemistries of the assays developed by