

## **Nucline, Time-Restricted, Right to Use Technology Agreement**

This is a legal **Agreement** between you, an individual, a non-commercial entity, or an individual if acting independently (hereinafter **Recipient**) and **Sunpillar, LLC**, a Delaware Company with its principal place of business at 3904 Royal Oak Dr., Birmingham, AL 35294 USA.

**Sunpillar, LLC** agrees to provide Nucline, a proprietary stand-alone technology (hereinafter the **Technology**) for research use subject to certain restrictions and conditions. By using the **Technology**, **Recipient** acknowledges and agrees to the following:

- 1.** The **Technology** is the property of the **Sunpillar, LLC**, and is covered by various U.S. and foreign patents and patent applications including U.S. Patent Number 6,323,003. Aspects of the **Technology** also are covered by various U.S. and foreign trademark and copyrights. .
- 2.** The **Agreement** constitutes a one-year, limited, royalty-free, non-transferable and non-exclusive license, subject to third party intellectual property claims, solely for internal non-commercial research use by **Recipient**.
- 3.** Title to the **Technology** shall at all times remain with **Sunpillar, LLC**, and **Recipient** agrees to preserve same. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant of any license or other rights under any patent, patent application or other intellectual property right or interest.
- 4.** **Sunpillar, LLC** reserves the right to distribute the **Technology** to others and to use it for **Sunpillar's** own purposes. **Sunpillar, LLC** shall not be limited in future claims, publications, or distributions of the **Technology**, or related information, whether for the **Technology**, or for modifications or versions thereof.
- 5.** **Recipient** agrees to retain control over the **Technology** and further will not transfer the **Technology** to individuals not under **Recipient's** direct supervision. There shall be no further distribution by **Recipient** of the **Technology**, neither components, plasmids or RNA constituting either the entirety or a part of the **Technology** for use by any third party without the express prior written approval of **Sunpillar, LLC**. **Recipient** has no right to grant sublicenses or arrange for import or export of the **Technology**.

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- 6. Recipient** may publish or otherwise publicly disclose the results of using the **Technology**. **Recipient** agrees to acknowledge **Sunpillar LLC's** contribution of the **Technology** in all written publications containing any data or information regarding or resulting from use of the **Technology**.
- 7. Recipient** is encouraged to send to **Sunpillar, LLC** general reports regarding the application of the **Technology** and the effectiveness and problems encountered in using **Technology**, without disclosing **Recipient**'s confidential information. Information from general reports may be used by **Sunpillar LLC** to enhance the capabilities of **Technology**.
- 8.** The **Technology**, and/or any modified version thereof, shall not in any manner be offered by **Recipient** for profit nor for sale. The **Technology** as provided shall not be sold to any other entity or firm. **Recipient** agrees not manufacture the technology. Bulk manufacture is defined as production or storage of over one gram of nucleic acid comprising the **Technology**.
- 9.** The **Technology** shall not be used for treating or diagnosing human subjects. **Recipient** agrees to comply with all Federal laws, statutes, regulations, and guidelines, applicable to research projects.
- 10. Recipient** acknowledges that the **Technology** is a research tool still in the development stage and that it is being supplied as is, without any accompanying support, services or improvements from **Sunpillar, LLC**. All risk as to quality and performance of the **Technology** is with **Recipient**. In no event will **Sunpillar, LLC** be liable to **Recipient** for damages arising out of the use of the **Technology**, including but not limited to losses sustained by **Recipient** or third parties.
- 11.** The **Technology** is provided "as is" without any warranty of any kind, either express, implied, or statutory, including, but not limited to, any warranty that the **Technology** will conform to specifications, any implied warranties of merchantability, fitness for a particular purpose and freedom from infringement. **Sunpillar, LLC** makes no representations that the use of the **Technology** will not infringe any patent or proprietary rights of third parties. In no event shall **Sunpillar, LLC** be liable for any damages, including, but not limited to direct, indirect, special or consequential damages, arising out of, resulting from, or in any way connected with the performance or breach of this license, whether or not based upon warranty, contract, tort or otherwise, whether or not injury was sustained by persons or property or otherwise, and whether or not loss was sustained from, or arose out of the any use, results or disposition of, the **Technology** or services provided hereunder.

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**12. Recipient** agrees to waive, to the extent permitted by law, any and all claims against, and to indemnify and hold harmless **Sunpillar, LLC** and their contractors and subcontractors for any damage that **Recipient** may incur from **Recipient's** prior or future use of the **Technology**, including any damages resulting from products based on results from the use thereof.

**13.** The provisions of the **Agreement** are severable, and in the event that any provision of the **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, such determination shall not in any way affect the validity or enforceability of the remaining provisions of the **Agreement**.

**14.** The construction, validity, performance, and effect of the **Agreement** shall be governed by the law of North Carolina. In the event of a dispute, **Recipient** agrees to bring all legal actions in the appropriate courts of Wake County, NC, and waives all other rights to venue and jurisdiction outside North Carolina.

**15.** The **Agreement** constitutes the entire understanding and agreement between the parties hereto relating to the provision of the **Technology** and may not be superseded, modified or amended except by further written agreement duly executed by the parties.

**16.** The effective date of the **Agreement** shall be the date of receipt of the signed agreement by **SunPillar, LLC.**, 2004, to expire at midnight 720 days after receipt, whether electronic or by any other method. This **Agreement** is not renewable without express written permission .

\_\_\_\_\_  
RECIPIENT'S SIGNATURE

\_\_\_\_\_  
DATE

Recipient's Address:

C. Allen Black  
3904 Royal Oak Dr.  
Birmingham, Al 35934

Please FAX back to Sunpillar, LLC (919) 869-1359