

●人工遺伝子合成サービスの利用制限について

Use Restrictions. **Research Purposes Only:** IDT's synthetic gene products ("IDT Gene Products") are manufactured and sold for the customer's research purposes only. Except pursuant to a separate, written agreement with IDT, IDT Gene Products are not sold (and have not been approved) for use in any clinical, diagnostic, or therapeutic applications. Obtaining any license(s) or other approvals necessary to use IDT Gene Products in proprietary applications or in any non-research (e.g., clinical) applications is the customer's exclusive responsibility. *IDT will not be responsible or liable for any losses, costs, expenses, or other forms of liability arising out of the unauthorized or unlicensed use of IDT Gene Products. Purchasers of IDT Gene Products shall indemnify and hold IDT harmless for any and all damages and/or liability, however characterized, related to the unauthorized or unlicensed use of IDT Gene Products. Under no circumstances shall IDT be liable for any consequential damages resulting from any use (approved or otherwise) of IDT Gene Products.* **No Resale:** The sale, resale, or repackaging or package relabeling for resale, of IDT Gene Products by any person other than IDT is *strictly prohibited* without the express, written consent of IDT. All orders accepted by IDT, and all sales of IDT Gene Products, are made subject to the forgoing use restrictions and the customer's indemnification of IDT.

General Warranty. IDT Gene Products are guaranteed to meet our specifications for identity and yield. If our product fails to meet such specifications, IDT will promptly replace the product. **No other warranties:** *All other warranties are hereby expressly disclaimed, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and any warranty that the products, or the use of products, manufactured by IDT will not infringe the patents of one or more third-parties.* All orders received by IDT, and all sales of IDT products, are made subject to the forgoing disclaimers of warranties.

●合成した断片について、その配列情報について

IDT does not retain any intellectual property rights in the results (whether a product or otherwise) of that customer's research use of that gene.

It is not IDT's intention to prevent its customers from using its products to perform research that leads to the development of other research, therapeutic, diagnostic, or other applications – indeed, that is exactly why our customers purchase IDT products. IDT retains no intellectual property interest in that research and development merely

because IDT sold the customer a gene that the customer used to carry out that research and development, and there is no regulatory reason preventing a customer from using IDT's gene to carry out that research and development.

Customers can use a new plasmid which consists of customer's own vector and the replicated DNA insert from the synthesized fragment in "IDT Gene Products", for "any purpose", which is the customer's responsibility. The "any purpose" includes therapeutic, diagnostic, and commercial use. This is because the sequence is the customer's property.

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