

APPLIED BIOSYSTEMS GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("Terms") shall govern all orders for and purchases of products and services from Applied Biosystems ("AB"), including installation of equipment, unless other terms are specifically designated by AB to apply to a specific product or service, or AB and buyer have entered into a master purchase agreement or other written agreement that expressly provides that its terms supersede and replace these Terms with respect to the products or services covered by the master purchase or other agreement (See Section 12, SOLE TERMS, INCONSISTENCIES, ORDER OF PRECEDENCE).

1. PRICE. The price for any product or service (hereinafter collectively "Product") shall be the price stated in AB's quotation to buyer for the Product ("AB's Quotation") or, if AB has not issued a quotation, AB's list price of the Product at the time AB receives buyer's purchase order. AB's Quotations are valid for 30 days from the quotation date unless otherwise stated in AB's Quotation. If AB's price is stated by reference to a price list, then the price shall be AB's list price in the jurisdiction in which the Product is to be delivered or performed in effect at the time AB receives buyer's purchase order. Prices stated are exclusive of all taxes, fees, licenses, duties, levies or other governmental assessments ("Taxes") and, unless otherwise stated in AB's Quotation, shipping and handling charges, freight and insurance. All Taxes related to Product shall be paid by buyer (other than taxes assessed against AB's net income), or in lieu thereof, buyer shall provide AB with a tax exemption certificate acceptable to the relevant taxing authorities. Taxes and other charges payable by buyer may be billed as separate items on AB's invoice.

2. PAYMENT TERMS; COLLECTION COSTS; SECURITY TERMS. Payment terms are net 30 days from date of AB's invoice. If AB deems buyer to be or to have become uncreditworthy, AB shall have the right to require alternative payment terms, including without limitation sight draft, letter of credit, or payment in advance. Payment for partial shipments shall be based on unit or prorated prices, and payment for partial installation(s) shall be based on percentage of completion of installation, as reasonably determined by AB. If payment is not received by the due date, AB may assess and buyer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If AB retains a collection agency or attorney to collect unpaid amounts, AB may invoice buyer for, and buyer will pay, all reasonable costs of collection, including without limitation reasonable attorneys fees. Buyer hereby grants to AB and AB reserves a purchase money security interest in all tangible Product purchased from AB, and in any proceeds thereof, for all amounts owing to AB for or related to such Product. Upon request by AB, buyer shall sign any reasonable documents required for AB to perfect such security interest and, to the fullest extent permitted by law, buyer hereby expressly grants AB authority and a limited power of attorney to file financing statements and amendments thereto for and on behalf of buyer for such Product and any proceeds thereof. Payment in full of all amounts owed for and related to such Product shall release such security interest in the Product and proceeds.

3. CREDIT TERMS. AB may, at any time and in its sole discretion, limit or cancel the credit of buyer as to time and amount, suspend shipments, demand payment in cash before delivery of Product, or demand other assurances of buyer's performance. If buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, AB may, without prejudice to any other right or remedy AB may have: (i) by notice to buyer, treat such failure or refusal as a repudiation by buyer of that portion of buyer's order not then fully performed, whereupon AB may cancel all further deliveries, and any amounts unpaid for non-cancelled Product shall immediately become due and payable; or (ii) make shipments under reservation of a security interest and demand payment against tender of title documents.

4. ACCEPTANCE OF ORDERS, DELIVERY, TITLE AND RISK OF LOSS, INSTALLATION. AB may accept or reject any buyer purchase order for Product in whole or in part. If a purchase order is accepted, AB will use reasonable efforts to ship tangible Product or perform services, including equipment installation if agreed to by AB, subject to the purchase order within a reasonable time after ordered, or, if a shipment, service commencement or installation date is indicated in AB's Quotation or otherwise agreed upon in writing by an authorized representative of AB, on or before such date. AB may make delivery in installments, and each installment shall be deemed to be a separate sale. AB may render a separate invoice for each installment, which invoice shall be paid without regard to prior or subsequent installments. Unless indicated otherwise in AB's Quotation, title and risk of loss with respect to all Products except Products that are software or services, and risk of loss with respect to software, shall pass from AB to buyer upon transfer of possession of the Product to a common or other third party carrier at AB's facility. If AB has undertaken to install a Product, it is buyer's responsibility, at buyer's cost, to have the installation site prepared and available for installation free of hazardous or unsafe conditions and, unless AB otherwise agrees, to move the Product, uncrated, from the buyer's delivery dock or receiving location to the table top or other place of installation. Buyer shall not assign AB personnel to work in biosafety level 3 or level 4 laboratories without prior written notice to AB and AB's consent.

5. CANCELLATION AND DEFERRAL. BUYER MAY NOT CANCEL ANY PURCHASE ORDER. However, unless otherwise stated in AB's Quotation, buyer may defer the shipment date one time for up to 60 days for instruments and other hardware, and up to 30 days for reagents, consumables and other tangible Product, by giving written notice to AB at least 30 days before the scheduled shipment date for instruments and other hardware, and at least 10 days before the scheduled shipment date for other Product.

6. REJECTION AND RETURN OF GOODS. Any claims for damaged, missing or defective Product must be reported in writing by buyer within 15 days from the date of buyer's receipt of the Product. In addition, buyer must promptly return a rejected Product to AB, C.O.D., unused and in a condition no worse than that delivered to buyer and in the Product's original containers and packing material, accompanied by a valid return authorization number obtained from AB. AB may refuse any Product not timely rejected or sought to be returned without a valid return authorization number. For any valid claim timely made, AB, at its option, may repair the Product or replace the Product with an identical or substantially similar Product. Shipping charges will not be credited. **THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING PRODUCT, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE PRODUCT.** AB may require that buyer sign and deliver a properly completed certificate of decontamination prior to returning any Product.

7. LIMITED WARRANTY. AB makes only those warranties with respect to Product expressly identified as “warranties” and set forth in AB’s current operating manual or catalog, or in a specific written warranty included with and covering Product, if any. Warranties are made only to the buyer purchasing the Product directly from AB, are not transferable and do not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by AB. **ANY PRODUCT NOT COVERED BY AN EXPRESS WRITTEN WARRANTY IS SOLD AND PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED.** Any description of Product recited in AB’s Quotation is for the sole purpose of identifying Product, and any such description is not part of any contract between AB and buyer and does not constitute a warranty that Product shall conform to that description. Any sample or model used in connection with AB’s Quotation is for illustrative purposes only, and is not part of any contract between AB and buyer and does not constitute a warranty that Product will conform to the sample or model. No affirmation of fact or promise made by AB, whether or not in AB’s Quotation, shall constitute a warranty that Product will conform to the affirmation or promise. Unless otherwise specified in writing in documentation shipped with Product or otherwise agreed by AB in writing, AB does not provide service or support for custom products or other products made to buyer’s specifications. **THE WARRANTIES IDENTIFIED IN THE FIRST SENTENCE OF THIS PARAGRAPH ARE AB’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.**

8. INTELLECTUAL PROPERTY AND RELATED INDEMNITY.

8.1 BY AB. Subject to the restrictions set forth in this Section 8 and provided buyer complies with its obligations in this Section 8, AB agrees to defend buyer, and indemnify buyer from and against any infringement damages finally awarded, in any legal action or proceeding brought by a third party against buyer to the extent that such action is based on a claim that the manufacture and sale of a Product by AB infringes any United States or foreign patent, copyright, trademark or other intellectual property right of such third party if AB had actual knowledge of such intellectual property right and infringement at the time of delivery of the Product to buyer. Notwithstanding the foregoing, AB shall have no liability or obligation under this Section 8 with respect to any claim of infringement based upon: (i) modifications to any Product made by buyer or a third party; (ii) manufacture, assembly, labeling or branding of Product by AB pursuant to specifications or designs or requests for specific labeling or branding furnished by buyer. Notwithstanding anything herein to the contrary, AB shall have no indemnification obligations with respect to Product originating from a third party and provided under these Terms. Buyer’s sole right to indemnification with respect to such third party Product shall be pursuant to the original manufacturer’s or licensor’s indemnification obligations, if any, to the extent provided by the original manufacturer or licensor.

8.1.1 Buyer’s Obligations. Buyer must notify AB in writing of any claim for which it may seek defense and indemnity from AB hereunder promptly after becoming aware of such claim, make no admission of liability with respect to the claim, and cooperate with and provide reasonable assistance to AB, at AB’s expense with respect to reasonable out of pocket expenses paid by buyer to third parties for such assistance, in the defense or settlement of such claim. AB shall have sole authority to defend and/or settle any claim under this Section 8. AB’s obligations under this Section 8 are contingent upon buyer’s compliance with all of the foregoing.

8.1.2 Remedy for Infringement, Rights of AB, Exceptions. If any Product or portion thereof is subject to a suit or other legal proceeding claiming that the Product or such portion infringes a third party’s intellectual property right, or in AB’s opinion is (are) likely to become subject of such a claim, AB shall, at its option, have the right to either: (a) procure for buyer the right to continue using the Product; or (b) modify the Product so that it becomes non-infringing; or (c) require buyer to return the Product and upon return, refund to buyer the price actually paid by buyer for the Product, less a reasonable amount for use, damage and obsolescence; or (d) substitute for the alleged infringing Product other suitable, non-infringing Products with comparable functionality.

8.1.3 ENTIRE LIABILITY. **THE FOREGOING STATES THE ENTIRE LIABILITY OF AB, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY OR IN CONNECTION WITH ANY PRODUCT.**

8.2 BY BUYER FOR BUYER’S MODIFICATIONS OR SPECIFICATIONS. If buyer modifies any Product or furnishes AB with specifications or designs or requests for specific labeling or branding, buyer agrees to defend, indemnify and hold AB harmless against all liabilities, damages, costs, expenses and claims arising from or based upon buyer’s modifications or AB’s manufacture and sale of Product or other performance in compliance with such specifications or designs or requests for labeling or branding.

9. COMPLIANCE WITH LAWS, USE OF PRODUCT, VALIDATION. Without limiting the generality of the paragraph above entitled “LIMITED WARRANTY,” unless otherwise expressly stated in writing by AB, no claim or representation is made or intended (i) as to any clinical use of any Product (whether diagnostic, prognostic, therapeutic, blood banking or any other clinical use), (ii) that any Product has been cleared, approved, registered or otherwise qualified (collectively, “Approval”) by AB with any regulatory agency for use in any clinical procedure or for other use requiring compliance with any federal, state, provincial, European or any other governmental agency or regulatory body regulating diagnostic, therapeutic, blood or other clinical products, medical devices or similar products (collectively, “Regulatory Laws”), (iii) that any Product will satisfy the requirements of any governmental body or other organization, including, but not limited to, the United States Food and Drug Administration or the International Organization for Standardization, or (iv) that any Product or its performance is suitable or has been validated for any specific use or application. Product should not be used for any purpose that would require Approval unless proper Approval is obtained, or, in the case of use in diagnostic laboratory systems and then only to the extent permitted by law, the laboratory has validated its complete system as required by the Clinical Laboratory Improvements Act of 1988, as amended, in the United States or equivalents in other countries. Buyer agrees that if it elects to use Product for a purpose that would subject buyer, its customers or any Product to the jurisdiction of Regulatory Laws or other applicable law, buyer shall be solely responsible for obtaining any required Approvals or other approvals and otherwise

ensuring that its use of any Product complies with such laws. Unless otherwise expressly stated in writing, Products have not been tested by or for AB for any particular use or purpose, or for safety or efficacy. Buyer agrees that it is buyer's responsibility, and not AB's, to validate the performance of Products for any specific use or application and to ensure that Products meet applicable regulatory, certification, validation or its other requirements, since the use and performance characteristics of Products have not been validated by AB for any specific use or application, except as may be otherwise expressly set forth by AB in writing. Product should be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation.

10. FORCE MAJEURE. AB shall not be liable for any delay or failure of performance, including without limitation failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond AB's reasonable control, including, but not limited to, flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure, unusually severe weather, earthquake or other act of God, power loss or reduction, strike, lock-out, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulation or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, AB shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and AB shall also have the right, to the extent necessary in AB's reasonable judgment, to apportion Product then available for delivery fairly among its various customers in such manner as AB may consider equitable.

11. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL AB BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY PRODUCT, AB'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCT OR PERFORMANCE OF SERVICES, AB'S BREACH OF THESE TERMS, THE POSSESSION OR USE OF ANY PRODUCT, OR THE PERFORMANCE BY AB OF ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT AB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS.

12. SOLE TERMS; INCONSISTENCIES; ORDER OF PRECEDENCE. These Terms, together with AB's Quotation, any applicable label license or patent statement or other written conditions of use, any other terms and conditions expressly agreed to in writing by an authorized representative of AB "(collectively, "AB's Terms"), and buyer's statement on its purchase order (if accepted by AB) of the name or identity of the Product(s) purchased, quantity, delivery date, bill to and ship to address and, if accurate, price (and only such information on buyer's purchase order), constitute the complete, exclusive and entire agreement between AB and buyer with respect to purchases of Product (unless other terms and conditions are expressly designated to be applicable by AB in writing), and AB's offer to sell Product is expressly limited to such terms. Such terms shall take precedence over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, and any of buyer's additional or different terms and conditions, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument for or regarding the purchase of Product, whether or not in response to an AB Quotation, shall be deemed acceptance of and agreement to AB's Terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order (except the name or identity of products purchased, quantity, delivery date, bill to and ship to address and, if accurate, price) or other instrument, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in buyer's purchase order or other instrument or elsewhere. Any acceptance by AB of any offer of buyer is expressly conditioned on buyer's assent to and acceptance of AB's Terms to the extent they are additional or different terms from those of buyer's offer. Except as otherwise provided in these Terms, in the event of an inconsistency between these Terms and the terms appearing on AB's Quotation or other agreement signed by an authorized representative of AB, the terms appearing on AB's Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these Terms, and all other provisions of these Terms shall remain in full force and effect.

13. NO IMPLIED RIGHTS. Nothing in these Terms shall be deemed or construed (i) as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise; (ii) to limit AB's rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Product beyond that granted under any patent or other intellectual property label license or statement applicable to the Product; (iii) as granting buyer any right to be supplied with any Product or component thereof beyond those ordered by buyer and supplied by AB in accordance with these Terms; or (iv) as a license or grant of any right to buyer to manufacture or to have manufactured any Product.

14. CHOICE OF LAW. Any contract between AB and buyer relating to Product, including these Terms, and any disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California, U.S.A., excluding both its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

15. EXPORT CONTROLS. Buyer agrees that it will not export or transfer Product for re-export in violation of any United States laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of such laws.

16. MISCELLANEOUS. No amendment of AB's Quotation or these Terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both AB and buyer. AB's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect.

17. ADDITIONAL TERMS AND CONDITIONS OF SALE FOR OLIGONUCLEOTIDE PRODUCTS, INCLUDING SPECIAL TERMS TO PROTECT CUSTOMER CONFIDENTIAL INFORMATION. THE FOLLOWING TERMS AND CONDITIONS OF SALE FOR PRODUCTS THAT ARE OLIGONUCLEOTIDE PRODUCTS, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH ABOVE, APPLY TO THE PURCHASE AND SALE OF ALL APPLIED BIOSYSTEMS OLIGONUCLEOTIDE PRODUCTS, INCLUDING TAQMAN® ASSAYS, TAQMAN® LOW DENSITY ARRAYS AND CUSTOM OLIGONUCLEOTIDE SYNTHESIS PRODUCTS.

17.1 DEFINITIONS. The following definitions apply to these Additional Terms and Conditions of Sale for Oligonucleotide Products.

“Confidential Information of Buyer” means each Nucleic Acid Sequence specified by buyer in writing to AB that is intended to be detected by use of a Custom Product or to be included in primers and probes or other oligonucleotide Products manufactured by AB and sold to buyer, and the facts that buyer placed orders for Products containing or intended to detect such sequence and that buyer ordered oligonucleotide Products from AB containing or intending to detect such sequence.

“Custom Product” means (i) an Oligonucleotide Kit that is intended to detect a Nucleic Acid Sequence specified by buyer, or (ii) primers and probes or any other oligonucleotide Product that includes a Nucleic Acid Sequence, or other non-off-the-shelf elements or features, specified by buyer.

“Nucleic Acid Sequence” means the nucleic acid sequence of a genome intended to be detected by use of an Oligonucleotide Kit or that is specified as being included in other oligonucleotide Products.

“Oligonucleotide Kit” means a Product that consists of a combination of reagents and other products that includes at least one oligonucleotide based primer or probe, that is sold by AB as an assay kit, and the use of which is intended to detect at least one specific nucleic acid sequence in a sample.

“Synthesis” means the design (where applicable) or manufacture by AB of Custom Kits or other oligonucleotide Products for delivery to buyer.

17.2 AB'S EVALUATION OF CUSTOM KIT ORDERS. AB may decline the Synthesis, at any stage of the Synthesis process, of any Custom Product ordered by buyer that AB deems to be unsuitable or commercially impractical for Synthesis, whether on technological, cost or other grounds. AB will give written notice to buyer within a reasonable time following its determination to decline Synthesis of a Custom Product. Buyer shall have no obligation to pay any fees for time and materials, or for any other expenses incurred by AB, in connection with any declined Custom Product. All Custom Product orders not declined by AB must be paid for by buyer, and orders may not be cancelled or changed by buyer without the written consent of AB. Buyer understands and agrees that buyer's obligation to pay for all Custom Products that AB proceeds to Synthesize and deliver is firm and irrevocable, regardless of the number of Custom Products declined for Synthesis in a given order. Each purchase order for Custom Products must be for the total amount payable for all Custom Products ordered. The amount corresponding to the charges applicable to declined Synthesis will be reflected in AB's invoice for the order.

17.3 BUYER'S REPRESENTATIONS. By submitting an order, buyer represents, warrants and agrees that

(i) buyer will provide AB with all information known to buyer regarding biological, radiological, and chemical hazards associated with the handling, transport, exposure to or other use of any materials supplied to AB by buyer;

(ii) buyer has the right to cause the sequences that buyer has requested AB to manufacture to be manufactured by AB and sold to buyer, that such sequences and the manufacture and sale thereof to buyer will not infringe or result from the misappropriation of the intellectual property rights, including without limitation patent, copyright, trademark and trade secrets, of any third party anywhere in the world (provided that the foregoing shall not be deemed a representation or warranty with respect to methods of manufacture employed by AB), and that the materials buyer furnishes to AB will not infringe or result from the misappropriation of any such intellectual property rights; and

(iii) the oligonucleotide Products and components thereof sold to buyer shall be for buyer's own internal research and development use only and shall not be resold or otherwise transferred or conveyed to any third party without the prior express written consent of AB.

17.4 CONFIDENTIAL INFORMATION OF BUYER. AB agrees that for seven (7) years after the disclosure by buyer to AB of Confidential Information of Buyer, AB shall not disclose such Confidential Information of Buyer to any third party and will use at least the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care, to prevent the disclosure of such Confidential Information of Buyer to any third party. This undertaking of confidentiality shall not apply to, and AB shall have no obligations under this paragraph with respect to, any Confidential Information of Buyer that (a) was in AB's possession before receipt from buyer, (b) is or becomes a matter of public knowledge or part of the public domain through no fault of AB, (c) is rightfully received by AB from a third party that was not obliged to keep such information confidential, (d) is developed by AB without reference to Confidential Information of Buyer, or (e) is disclosed by AB with buyer's prior written approval. Notwithstanding the foregoing, AB may disclose Confidential Information of Buyer to the extent required to comply with governmental regulations and other applicable laws or to respond to subpoena or other compulsory legal process, provided in all cases that AB takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and notifies buyer in writing as far in advance of the date of disclosure as is reasonably feasible so that buyer to the extent feasible will have an opportunity to seek to prevent or limit disclosure.

17.5 INTELLECTUAL PROPERTY RIGHTS. Any inventions (patentable or otherwise), discoveries, developments, improvements, information, data, compounds, formulae, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by or for AB or jointly by buyer and AB and that relate or apply to the processes and methods used in or related to the Synthesis of oligonucleotide Products or otherwise in connection with designing or manufacturing oligonucleotide Products, including without limitation primers and probes, shall be and remain the sole and exclusive intellectual property of AB, and buyer hereby transfers and assigns all of its right, title and interest in and to any to any such joint intellectual property to AB. Buyer will take reasonable steps, upon the request and at the expense of AB, to assist AB to secure, evidence and record AB's rights in such intellectual property.

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