License To Use

BY OPENING THE包装ENCLOSING THE [TRANSGENIC ANIMALS][CELL LINES], YOU ACCEPT THE TERMS AND CONDITIONS BELOW.

LICENSE TO USE THE [TRANSGENIC ANIMALS][CELL LINES] IMPORTANT INSTRUCTIONS — READ CAREFULLY: This Label License Agreement (the "Label License Agreement") is a legal agreement between you ("End User") and GE Healthcare UK Ltd ("GEHC") to use (Transgenic Animals) [Cell Lines] containing materials containing fluorescent proteins and/or genes covered by patents owned or controlled by GEHC, which are provided to you by GEHC’s sub-licensee ("Sub-Licensee") which (Transgenic Animals) [Cell Lines] shall be referred to herein as ["Transgenic Animals"] ["Cell Lines"].


1. Controlling Terms. Any terms or conditions set forth by Sub-Licensee in any writing or otherwise, including any purchase order, acknowledgment or confirmation, which are different from or in addition to those contained herein shall (as between End User and GEHC) be null and void and shall have no binding effect whatsoever, unless agreed to in writing by GEHC. Absent such separate written agreement, such different or additional terms are hereby rejected by GEHC.

2. Warranties. The End User hereby irrevocably represents, warrants and undertakes to GEHC as follows:

2.1 unless it is a university, government agency or other non profit organization, the End User has a valid and subsisting acknowledgement or confirmation, which are different from or in addition to those contained herein shall (as between End User and GEHC) be null and void and shall have no binding effect whatsoever, unless agreed to in writing by GEHC. Absent such separate written agreement, such different or additional terms are hereby rejected by GEHC.

2.2 the End User will not transfer any [Transgenic Animals] [Cell Lines] to any third party save as may be expressly authorized in a separate written agreement with GEHC.

2.3 the End User will keep and use the [Transgenic Animals] [Cell Lines] in accordance with the restrictions and limitations contained in this Label License Agreement and, if appropriate, in accordance with its aforesaid End-License.


4. Excluded Fields. No permission is granted hereunder for the use of the [Transgenic Animals] [Cell Lines] for the provision of services to third parties, or: in agronomy, environmental and veterinary applications, in diagnostics, in vivo use in humans, or in plants (including plant cells) and/or uses related to food products, flavors, fragrances and/or taste enhancers together the "Excluded Fields.

5. Use by the End User. Subject to Clause 4 above End User will use the [Transgenic Animals] [Cell Lines] solely for use in research for the discovery and development of human therapeutics outside the Excluded Fields by End User and will not sell, transfer, disclose or otherwise provide access to the [Transgenic Animals] [Cell Lines] or any materials containing fluorescent proteins and/or genes covered by patents licensed or controlled by GEHC to any third party or entity. Unless expressly licensed in a separate written agreement with GEHC, End User shall not have the right to authorize any third party to make, use or sell any materials or any analogs or derivatives thereof containing fluorescent proteins and/or genes covered by patents owned or controlled by GEHC.

6. Disclaimer of Warranties. GEHC HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT, TITLE, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT SHALL END USER BE ENTITLED TO RECOVER FROM GEHC ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF: PROFIT, OPPORTUNITY, BUSINESS, SAVINGS OR REPUTATION) IN CONNECTION WITH THIS AGREEMENT OR THE LICENSE GRANTED HEREUNDER.

8. Governing Law and Venue. This Label License Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York. Any action or proceeding arising from or relating to this Label License Agreement shall be brought in the Courts of New York and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
**In Vitro Stability of GFP and Luciferase**

![Graph showing In Vitro Stability of GFP and Luciferase](image)

**Growth Curve of MDA-MB-231-Luc2-GFP**

![Graph showing Growth Curve of MDA-MB-231-Luc2-GFP](image)

---

**Orthotopic Tumor Growth in a Nu/nu Mice**

![Graph showing Tumor Growth in a Nu/nu Mice](image)

---

**References**


---

**Disclaimer**

This product is provided under license from Promega Corporation and The Regents of the University of California. Under the terms of Promega license, the use of this product and derivatives thereof is strictly limited to in vivo research use. Researchers may use this product in their research and they may transfer derivatives to others for research use provided at the time of transfer a copy of this label license is given to the recipients and the recipients agree to be bound by the terms and conditions of this label license. In addition, researchers performing in vivo/bioluminescent imaging must do one of the following: (1) use luciferase reagent purchased from Promega or Caliper Life Sciences for all determinations of luciferase activity resulting from the research use of this product and its derivatives; or (2) contact Promega to obtain a license for the use of this product and its derivatives in conjunction with luciferase reagents not purchased from Promega or Caliper Life Sciences. No reach-through payments shall be owed to Promega relating to an organization's commercialization of products that are discoveries resulting from the research use of this product or its derivatives, provided that such products of the organization do not fall within the valid claims of any issued patents assigned to or licensed by Promega, or that such commercialization would not be a violation of the terms of this label license. No right to use this product for any diagnostic, therapeutic, or commercial application is hereby conveyed to the purchaser of this product. Commercial application is defined as any and all uses of this product and derivatives by a party for monetary or other consideration and may include but is not limited to use in (1) product manufacture or (2) to provide a service, information or data, and/or (3) resale of the product or its derivatives, whether or not such product or its derivatives are sold for use in research. If the purchaser is not willing to accept the conditions of this limited label license, Caliper Life Sciences is willing to accept the return of the un-opened product and provide the purchaser with a full refund. However, in the event the product is opened, then the purchaser agrees to be bound by the conditions of this limited label license.

Buyer acknowledges that the wild-type and mutant recombinant Coleoptera luciferase nucleic acid and protein ("UC Patented Material") is the subject of U.S. Patent Nos. 5,583,024, 5,674,713 and 5,700,673, assigned to The Regents of The University of California. The UC Patented Material, or any material that contains or incorporates the UC Patented Material, may not be transferred or licensed to any other party, or be used for commercial purposes by any other party, without a commercial license or the express written consent of The Regents of The University of California. The Materials may be used solely for internal research, and no right to use the Materials for any human in vivo, diagnostic, therapeutic, or commercial application is hereby conveyed to Buyer. Additionally, the Buyer may not: (1) use the Materials in the course of providing a service or data to third parties; (2) transfer the Materials to any third party or to any place other than Buyer’s premises; (3) attempt to alter, modify or re-engineer the Materials in any way, or extract or transfer any genetic material from the product to another organism; or (4) sublicense the rights granted herein.

- Buyer is not prohibited from using the Materials to discover or develop products that it intends to sell for consideration as long as those products do not contain any Materials.
- Buyer may have the animal model bred by a third party, provided that such third party (i) does not use the animal model for any purpose other than breeding for the benefit of Buyer, (ii) destroys or returns the animals upon conclusion of the breeding services, and (iii) is otherwise legally bound by the terms of this label license.
- Buyer agrees that the Materials are and shall be owned and/or controlled by Caliper Life Sciences, not by Buyer, and that these terms and conditions create a bailment with Buyer with respect to any and all such Materials.
- Buyer agrees that all intellectual property rights relating to the Materials (including, but not limited to, those rights concerning the composition, methods of production, or uses, of the Materials) are and shall continue to be owned and/or controlled by Caliper Life Sciences and not by Buyer.
- Buyer agrees that the Materials are and shall be owned and/or controlled by Caliper Life Sciences, not by Buyer, and that these terms and conditions create a bailment with Buyer with respect to any and all such Materials.
- Buyer may terminate this bailment at any time upon written notice, and Caliper Life Sciences may terminate this bailment in the event of breach of this label license by Buyer.
- Buyer agrees that all intellectual property rights relating to the Materials (including, but not limited to, those rights concerning the composition, methods of production, or uses, of the Materials) are and shall continue to be owned and/or controlled by Caliper Life Sciences and not by Buyer.
- Buyer may terminate this bailment at any time upon written notice, and Caliper Life Sciences may terminate this bailment in the event of breach of this label license by Buyer.
- Buyer agrees that all intellectual property rights relating to the Materials (including, but not limited to, those rights concerning the composition, methods of production, or uses, of the Materials) are and shall continue to be owned and/or controlled by Caliper Life Sciences and not by Buyer.
In Vitro Stability of GFP and Luciferase

![In Vitro Stability of GFP and Luciferase](image1.png)

<table>
<thead>
<tr>
<th>Week 1</th>
<th>Week 2</th>
<th>Week 3</th>
<th>Week 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Cells</td>
<td>1,000±0.5</td>
<td>900±0.5</td>
<td>800±0.5</td>
</tr>
</tbody>
</table>

Growth Curve of MDA-MB-231-Luc2-GFP

![Growth Curve of MDA-MB-231-Luc2-GFP](image2.png)

Figure 2. 1 x 10^5 cells were plated on 75 cm² flasks and the total numbers of cells were counted every 24 h using a Nexcelom automatic cell counter. Cell numbers plotted in a logarithmic scale.

Orthotopic Tumor Growth in a Nu/nu Mice

![Orthotopic Tumor Growth in a Nu/nu Mice](image3.png)

Figure 3. 1 x 10^6 MDA-MB-231-Luc2-GFP cells were injected orthotypically into the mammary fat pad in female nude mice. Tumor growth was monitored by IVIS Spectrum at various time points for both luciferase and GFP expression. For luciferase expression, mice were imaged 10 minutes post i.p. injection of Luciferin at 150mg/kg at various time points. The image above shows tumor growth from representative mouse, while the chart shows tumor growth form luciferase and GFP reporters. GFP signal from the tumor was measured using the ex 465/em 520 nm filters.

References


Disclaimer

This product is provided under license from Promega Corporation and The Regents of the University of California. Under the terms of Promega license, the use of this product and derivatives thereof is strictly limited to in vitro research use. Researchers may use this product in their research and they may transfer derivatives to others for research use provided at the time of transfer a copy of this label license is given to the recipients and the recipients agree to be bound by the terms and conditions of this label license. In addition, researchers performing in vivo/bioluminescent imaging must do one of the following: (1) use luminescent assay reagents purchased from Promega or Caliper Life Sciences for all determinations of luminescent activity resulting from the research use of this product and its derivatives; or (2) contact Promega to obtain a license for the use of the product and its derivatives in conjunction with luminescent assay reagents not purchased from Promega or Caliper Life Sciences. No reach-through payments shall be owed to Promega relating to an organization’s commercialization of products that are discoveries resulting from the research use of this product or its derivatives; provided that such products of the organization do not fall within the valid claims of any issued patents assigned to or licensed by Promega, or that such commercialization would not be a violation of the terms of this label license. No right to use this product for any diagnostic, therapeutic, or commercial application is hereby conveyed to the purchaser of this product. Commercial application is defined as any and all uses of this product and derivatives by a party for monetary or other consideration and may include but is not limited to use in: (1) product manufacture or (2) to provide a service, information or data; and/or (3) resale of the product or its derivatives, whether or not such product or its derivatives are sold for use in research. If the purchaser is not willing to accept the conditions of this limited label license, Caliper Life Sciences is willing to accept the return of the unopened product and provide the purchaser with a full refund. However, in the event the product is opened, then the purchaser agrees to be bound by the conditions of this limited label license.

Buyer acknowledges that the wild-type and mutant recombinant Coleoptera luciferase nucleic acid and protein (“UC Patented Material”) is the subject of U.S. Patent Nos. 5,583,024, 5,674,713 and 5,700,673, assigned to The Regents of The University of California. The UC Patented Material, or any material that contains or incorporates the UC Patented Material, may not be transferred or licensed to any other party, or be used for commercial purposes by any other party, without a commercial license or the express written consent of The Regents of The University of California. The Materials may be used solely for internal research, and no right to use the Materials for any human in vivo, diagnostic, therapeutic, or commercial application is hereby conveyed to the purchaser of this product. Additional, the Buyer may not: (1) use the Materials in the course of providing a service or data to third parties; (2) transfer the Materials to third party or to any other place than Buyer’s premises; (3) attempt to alter, modify or re-engineer the Materials in any way, to extract or transfer any genetic material from the product to another organism; or (4) sublicense the rights granted herein.

- Buyer is not prohibited from using the Materials to discover or develop products that it intends to sell for consideration as long as those products do not contain any Materials.
- Buyer has purchased breeding rights to an animal model, Buyer may have the animal model bred by a third party, provided that such third party (i) does not use the animal model for any purpose other than breeding for the benefits of Buyer, (ii) destroys or returns the animals upon conclusion of the breeding services, and (iii) is otherwise legally bound by the terms of this license.

Buyer agrees that the Materials are and shall be owned and/or controlled by Caliper Life Sciences, not by Buyer; and that these terms and conditions create a bailment with Buyer with respect to any and all such Materials. Buyer agrees that all intellectual property rights relating to the Materials (including, but not limited to, those rights concerning the composition, methods of production, or uses, of the Materials) are and shall continue to be owned and/or controlled by Caliper Life Sciences and not by Buyer. Buyer agrees that all intellectual property rights relating to the Materials (including, but not limited to, those rights concerning the composition, methods of production, or uses, of the Materials) are and shall continue to be owned and/or controlled by Caliper Life Sciences and not by Buyer.

Contact Information:

If you have any questions regarding these cell lines, please contact Caliper at 508-497-6592 or e-mail: reagents@caliperls.com

www.caliperls.com
**License To Use**

BY OPENING THE PACKAGING ENCLOSING THE [TRANSGENIC ANIMAL(S)] [CELL LINES], YOU ACCEPT THE TERMS AND CONDITIONS BELOW.

**LICENSE TO USE THE [TRANSGENIC ANIMAL(S)] [CELL LINES]:** IMPORTANT INSTRUCTIONS — READ CAREFULLY: This Label License Agreement (the "Label License Agreement") is a legal agreement between you ("End User") and GE Healthcare UK Ltd ("GEHC") to use the [Transgenic Animal(s)] [Cell Line(s)] containing materials containing fluorescent proteins and/or genes covered by patents owned or controlled by GEHC which are provided to you by GEHC's sub-licensee ("Sub-Licensee") which [Transgenic Animal(s) [Cell Line(s)] shall be referred to herein as "[Transgenic Animals]" ["Cell Lines"]).

**AS A CONDITION OF THE TRANSFER AND USE OF THE [TRANSGENIC ANIMALS] [CELL LINES] AND PRIOR TO THE OPENING OF PACKAGING ENCLOSING THE [TRANSGENIC ANIMALS] [CELL LINES], GEHC AND END USER AGREE TO THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH HEREIN. END USER ACKNOWLEDGES THAT IT WAS NOTIFIED PRIOR TO RECEIVING THE [TRANSGENIC ANIMALS] [CELL LINES] THAT THE TRANSFER AND USE OF THE [TRANSGENIC ANIMALS] [CELL LINES] ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND HAS PROVIDED A COPY OF THESE TERMS AND CONDITIONS IN SUBSTANTIALLY THE SAME FORM AS HEREIN. IF END USER DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS HEREIN, END USER SHALL IMMEDIATELY RETURN ALL [TRANSGENIC ANIMALS] [CELL LINES] TO SUB-LICENSEE.

1. **Controlling Terms.** Any terms or conditions set forth by Sub-Licensee in any writing or otherwise, including any purchase order, acknowledgment or confirmation, which are different from or in addition to those contained herein shall (as between End User and GEHC) be null and void and shall have no binding effect whatsoever, unless agreed to in writing by GEHC. Absent such separate written agreement, such different or additional terms are hereby rejected by GEHC.

2. **Warranties.** The End User hereby irrevocably represents, warrants and undertakes to GEHC as follows:

   2.1 unless it is a university, government agency or other not for profit organisation, the End User has a valid and subsisting agreement, such different or additional terms are hereby rejected by GEHC.

   2.2 the End User will not transfer any [Transgenic Animals] [Cell Lines] to any third party save as may be expressly authorized in a separate written agreement with GEHC.

   2.3 the End User will keep and use the [Transgenic Animal(s)] [Cell Line(s)] in accordance with the restrictions and limitations contained in this License Agreement and, if appropriate, in accordance with its aforesaid-in-license.


4. **Excluded Fields.** No permission is granted hereunder for the use of the [Transgenic Animal(s)] [Cell Line(s)] for the provision of services to third parties, or in agronomy, environmental and veterinary applications, in diagnostics, in vivo in humans, or in plants (including plant cells) and/or uses related to food products, flavors, fragrances and/or taste enhancers (together the "Excluded Fields").

5. **Use by the End User.** Subject to Clause 4 above End User will use the [Transgenic Animal(s)] [Cell Line(s)] solely for in vivo research for the discovery and development of human therapeutics outside the Excluded Fields by End User and will not, transfer, disclose or otherwise provide access to the [Transgenic Animal(s)] [Cell Line(s)] or any materials containing fluorescent proteins and/or genes covered by patents or controlled by GEHC to any third party or entity. Unless expressly licensed in a separate written agreement with GEHC, End User shall not have the right to authorize any third party to make, use or sell any materials or any analogs or derivatives thereof containing fluorescent proteins and/or genes covered by patents owned or controlled by GEHC.

6. **Disclaimer of Warranties.** GEHC HEREBY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT, TITLE, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Limitation of Liability.** IN NO EVENT SHALL END USER BE ENTITLED TO RECOVER FROM GEHC ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF: PROFIT, OPPORTUNITY, BUSINESS, SAVINGS OR REPUTATION) IN CONNECTION WITH THIS AGREEMENT OR THE LICENSE GRANTED HEREUNDER.

8. **Governing Law and Venue.** This Label License Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York. Any action or proceeding arising from or relating to this Label License Agreement shall be brought in the Courts of New York and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.