UC DAVIS DEPARTMENT OF VITICULTURE AND ENOLOGY CULTURE COLLECTION Non-Commercial Research License Agreement

These Yeast, Bacteria and Fungi Strains ("MATERIALS") requested from the UC Davis Department of Viticulture and Enology Culture Collection are the property of The Regents of the University of California as represented by its Davis campus ("THE REGENTS") for distribution to companies, institutions, universities and other entities ("RECIPIENTS"). Use of the MATERIALS is subject to the USAGE RESTRICTIONS below. For other uses, including commercial use, please contact THE REGENTS for appropriate licenses.

USAGE RESTRICTIONS:

BY ACCEPTING OR USING THESE MATERIALS, YOU AGREE TO BE BOUND BY THE CONDITIONS OF THIS NOTICE. You may refuse to accept the conditions of this notice by returning the unused MATERIALS to THE REGENTS.

THE REGENTS hereby grants a nonexclusive license to RECIPIENTS to use the MATERIALS for teaching or non-commercial research purposes only. RECIPIENTS will not sell or use the MATERIALS for commercial purposes.

THE MATERIALS ARE NOT FOR USE IN HUMAN SUBJECTS.

RECIPIENTS will not distribute the MATERIALS to any third parties for any purposes. RECIPIENTS will refer any requests for the MATERIALS to the UC Davis Department of Viticulture and Enology Culture Collection.

RECIPIENTS will cite the source of the MATERIALS in any publication(s) describing the research utilizing the MATERIALS. In publications, RECIPIENT agrees to cite the source of the MATERIALS as "Strain UCD VEN # _____ was obtained from the UC Davis Department of Viticulture and Enology Culture Collection housed in the UC Davis Department of Viticulture and Enology, University of California, Davis, CA 95616 U.S.A."

Any MATERIALS provided pursuant to this Research License Agreement are understood to be experimental in nature and may have hazardous properties. THE REGENTS MAKES NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Nothing in this Research License Agreement grants by implication, estoppel, or otherwise any rights in the intellectual property of THE REGENTS except as explicitly set forth herein.

The RECIPIENTS will use the MATERIALS in compliance with all applicable statutes and regulations.

THE REGENTS WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES, LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY RECIPIENT ARISING OUT OF OR RELATING TO THIS RESEARCH LICENSE AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND BREACH OF WARRANTY) EVEN IF THE REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Unless prohibited by law, RECIPIENTS assume all liability for claims for damages against it by third parties which may arise from the RECIPIENTS' use, storage or disposal of the MATERIALS. In addition, when the RECIPIENTS are for-profit entities, to the extent permitted by law, the RECIPIENTS will hold harmless, defend, and indemnify THE REGENTS against any claims, costs or other liabilities which may arise as a result of the RECIPIENTS' use, storage or disposal of the MATERIALS.