

INTEGENX INC. - GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (the “General Terms of Sale”) shall, by themselves and as part of the Final Terms of Sale, as defined in Section 12 hereof, govern all orders for purchases of, and all purchases of, products (including software licensed to Buyer hereunder) and/or services (including installation of equipment as provided in these General Terms of Sale) (hereinafter collectively “Products”) from INTEGENX INC.. (“INTEGENX”) by the buyer thereof (the “Buyer”).

BY ACCEPTANCE BY BUYER OF ANY PRODUCT FROM INTEGENX, BUYER WILL BE DEEMED TO HAVE AGREED TO ALL OF THESE GENERAL TERMS OF SALE WITHOUT THE NEED FOR ANY EXECUTION OR DELIVERY BY BUYER OR INTEGENX OF ANY FURTHER INSTRUMENT OR AGREEMENT OR OTHER DOCUMENT.

1. PRICE.

The price for any Product shall be the price stated in INTEGENX’s written quotation to Buyer for the Products (“INTEGENX’s Quotation”) or, if INTEGENX has not issued a quotation, then such INTEGENX’s list price of the Products on the date that INTEGENX receives Buyer’s purchase order. INTEGENX’s Quotations are valid for a period of 90 days after the date of the particular INTEGENX Quotation, unless otherwise stated therein. If INTEGENX’s price is stated by reference to a price list, then such price shall be INTEGENX’s then-current list price in the jurisdiction in which the relevant Product is to be delivered, or performed as to services, in effect on the date that INTEGENX receives Buyer’s purchase order for such Product. Prices stated are exclusive of all taxes, fees, licenses, duties, levies or other governmental assessments (“Taxes”) and, unless otherwise stated in INTEGENX’s Quotation, exclusive of all shipping and handling charges, freight and insurance. All Taxes related to Products shall be paid by Buyer (other than taxes assessed against INTEGENX’s net income), or in lieu thereof, Buyer shall provide INTEGENX 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 INTEGENX’s invoice to Buyer for the relevant Product.

2. PAYMENT TERMS; COLLECTION COSTS; SECURITY TERMS.

Payment terms are net 30 days after the date of INTEGENX’s invoice for the relevant Product. INTEGENX at its sole discretion shall have the right to require alternative payment terms by Buyer, 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 INTEGENX. If payment is not received by the due date thereof, INTEGENX may assess, and Buyer shall 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 INTEGENX retains a collection agency or attorney to collect unpaid amounts, INTEGENX may invoice Buyer for, and Buyer shall pay, all reasonable costs of collection, including without limitation reasonable attorneys fees. Buyer hereby grants to INTEGENX and INTEGENX reserves a purchase money security interest in all tangible Products purchased from INTEGENX, and in any proceeds thereof, for all amounts owing to INTEGENX for or related to such Products. Upon request by INTEGENX, Buyer shall sign any reasonable documents required for INTEGENX to perfect such security interest and, to the fullest extent permitted by law, Buyer hereby expressly grants INTEGENX authority and a limited power of attorney to file financing statements and amendments thereto for and on behalf of Buyer for such Products and any proceeds thereof. Payment in full of all amounts owed for and related to such Products shall release such security interest in the Products and proceeds for which such full payment has been made.

3. CREDIT TERMS.

INTEGENX may, at any time and in its sole discretion, limit or cancel the credit of Buyer from INTEGENX, as to time and amount, suspend shipments, demand payment in cash before delivery of Products, 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, INTEGENX may, without prejudice to any other right or remedy INTEGENX may have: (a) by written 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 INTEGENX may cancel all further deliveries, and any amounts unpaid for non-cancelled Products shall immediately become due and payable; or (b) make shipments under reservation of the purchase money security interest referred to in Section 2 hereof and demand payment from Buyer against tender of title documents.

4. ACCEPTANCE OF ORDERS, DELIVERY, TITLE AND RISK OF LOSS, INSTALLATION.

The acceptance by INTEGENX of any purchase order or other order document from Buyer shall in each case be subject to the provisions of Section 12 hereof, captioned “SOLE TERMS; CONFLICT OF TERMS”. INTEGENX may accept or reject any Buyer purchase order for Products in whole or in part. If a purchase order of Buyer is accepted by INTEGENX, INTEGENX or its designee shall use reasonable efforts to ship tangible Products or to perform services as Product, as defined herein, including equipment installation if agreed to in writing by INTEGENX, subject to the receipt by INTEGENX of a written purchase order from Buyer within a reasonable time after so ordered, or, if a shipment, service commencement or installation date is

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indicated in INTEGENX's Quotation or otherwise agreed upon in writing by an authorized representative of INTEGENX, on or before such date.

INTEGENX may make delivery in installments, and each such installment shall be deemed to be a separate sale of Product by INTEGENX. INTEGENX may render a separate invoice for each such installment, which invoice shall be paid by Buyer without regard to prior or subsequent installments.

Unless indicated otherwise in INTEGENX'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 INTEGENX to Buyer upon transfer of possession of the Products by INTEGENX to a common carrier or other third party carrier at INTEGENX's facility.

If INTEGENX has undertaken to install Products, 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 INTEGENX otherwise agrees in writing, to move the Products, uncrated, from the Buyer's delivery dock or receiving location to the table top or other place of installation. Buyer shall not assign INTEGENX personnel to work in biosafety level 3 or level 4 laboratories without prior written notice to INTEGENX and without INTEGENX's prior written consent.

5. CANCELLATION AND DEFERRAL.

BUYER MAY NOT CANCEL ANY PURCHASE ORDER FOR PRODUCTS WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF INTEGENX, provided that, unless otherwise stated in INTEGENX's Quotation, Buyer may defer the shipment date one time for up to 60 days for any Product that is an instrument or other hardware, and up to 30 days for any Product that is a reagent or consumable or as to any other tangible Products, by giving written notice to INTEGENX at least 30 days before INTEGENX's scheduled shipment date for instruments and other hardware, and at least 10 days before the scheduled shipment date for all other Products.

6. REJECTION AND RETURN OF GOODS.

Any claims for damaged, missing or defective Products must be reported in writing by Buyer within 15 days after the date of Buyer's receipt of the Products. In addition, Buyer must promptly return, at Buyer's own expense, a rejected Product to INTEGENX. C.O.D., unused and in a condition as delivered to Buyer and in the Product's original containers and packing material, accompanied by a valid return authorization number obtained from INTEGENX. INTEGENX may refuse any Products not timely rejected or sought to be returned without a valid Return Authorization Number. For any valid claim timely made, INTEGENX, at its option, may repair the Product or replace the Product with an identical or substantially similar Product. **THESE**

ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING PRODUCT, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE PRODUCT. INTEGENX may require that Buyer sign and deliver a properly completed certificate of decontamination prior to returning any Products.

7. LIMITED WARRANTY.

INTEGENX makes only those warranties with respect to Products expressly identified as "warranties" and set forth in INTEGENX's current operating manual or catalog, or in a specific written warranty included with and covering Products, if any. Warranties are made only to the Buyer purchasing the Products directly from INTEGENX, are not transferable and do not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by INTEGENX. **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 Products recited in INTEGENX's Quotation is for the sole purpose of identifying Products, and any such description is not part of any contract between INTEGENX and Buyer, is for illustrative purposes only, and does not constitute a warranty that Products shall conform to the affirmation or promise. Unless otherwise specified in writing in documentation shipped with Products or otherwise agreed by INTEGENX in writing, INTEGENX 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 SECTION 7 ARE INTEGENX'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, 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. INDEMNIFICATION.

8.1 INDEMNIFICATION BY INTEGENX.

Subject to the restrictions set forth in this Section 8 and provided Buyer complies with its obligations in Sections 8.1.1 through 8.1.3 hereof, INTEGENX shall defend, indemnify and hold Buyer harmless against all liabilities,

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damages, costs, expenses and claims arising from or based upon 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/or sale of a Product to Buyer by INTEGENX infringes any United State or foreign patent, copyright, trademark or other intellectual property right of such third party if INTEGENX had actual knowledge of such intellectual property right and actual knowledge of such infringement on the date that of delivery of the relevant Product(s) to Buyer. Notwithstanding the foregoing, INTEGENX shall have no liability or obligation under this Section 8 with respect to any claim of infringement based upon: (a) modifications to any Products made by Buyer or a third party; (b) manufacture, assembly, labeling or branding of Products by INTEGENX pursuant to written specifications or designs or requests for specific labeling or branding furnished by Buyer (including any such specifications or designs or requests delivered to INTEGENX by email or facsimile). Notwithstanding anything herein to the contrary, INTEGENX shall have no indemnification obligations with respect to products originating from a third party and provided under these General Terms of Sale. Buyer's sole right to indemnification with respect to such third party products 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. INTEGENX's obligations under this Section 8.1 are entirely contingent upon Buyer's compliance with all of the following:

8.1.1 BUYER'S OBLIGATIONS.

Buyer shall notify INTEGENX in writing, in commercially reasonable detail, of any claim for which Buyer may seek defense and indemnity from INTEGENX hereunder, forty-five (45) days after becoming aware of such claim, make no admission of liability with respect to the claim, and Buyer shall cooperate with and provide reasonable assistance to INTEGENX, at INTEGENX'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. INTEGENX shall have sole authority to defend and/or settle any claim under Section 8.1 hereof.

8.1.2 REMEDY FOR INFRINGEMENT, RIGHTS OF INTEGENX, EXCEPTIONS.

If any Product or portion thereof is subject to litigation or other legal or equitable proceeding claiming that such Product or such portion infringes a third party's intellectual property right, or in INTEGENX's opinion is likely to become subject of such a claim, INTEGENX shall, at its option, have the right to either: (a) procure for Buyer the right to continue using the Products; or (b) modify the Product or portion thereof so that it becomes non-infringing; or (c) require Buyer to return the Product or portion thereof and upon return, refund to Buyer the price actually paid by Buyer for the Product or portion thereof (with the refund as to any portion to be allocated reasonably by INTEGENX in good faith), less a reasonable amount for use, damage and obsolescence; or (d) substitute for the

alleged infringing Product or portion thereof other suitable, non-infringing Product or portions thereof with comparable functionality.

8.1.3 ENTIRE INDEMNIFICATION LIABILITY OF INTEGENX.

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

8.2 INDEMNIFICATION BY BUYER FOR BUYER'S MODIFICATIONS OR SPECIFICATIONS.

If Buyer modifies any Product or furnishes INTEGENX with specifications or designs or requests for specific Product labeling or branding, Buyer shall defend, indemnify and hold INTEGENX harmless against all liabilities, damages, costs, expenses and claims arising from or based upon Buyer's modifications to any Product or resulting from INTEGENX's manufacture and sale of Products or other performance in compliance with such specifications or designs or requests for labeling or branding.

8.3 INDEMNIFIED PARTIES.

For purposes solely of this Section 8, the terms "INTEGENX" and "Buyer" shall mean and include the respective members of the Board of Directors or similar governing body, and the officers, stockholders or other equity holders, and employees of and consultants to and agents of, the respective referenced party.

9. COMPLIANCE WITH LAWS, USE OF PRODUCT, VALIDATION.

Without limiting the generality of Section 7 hereof, captioned "LIMITED WARRANTY," unless otherwise expressly stated in writing by INTEGENX, no claim or representation is made or intended (a) as to any clinical use of any Products (whether diagnostic, prognostic, therapeutic, blood banking or any other clinical use), (b) that any Products has been cleared, approved, registered or otherwise qualified (collectively, an "Approval") by INTEGENX 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"), (c) that any Product satisfies or shall 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 (d) that any Product or its performance is suitable or has been validated for any specific use or application. Products shall not be used for any purpose that would require Approval unless and until

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proper Approval is obtained, or in the case of use in diagnostic laboratory systems and then only to the extent permitted by law, and only if such laboratory has validated its complete system as required by the Clinical Laboratory Improvement Act of 1988, as amended, in the United States or has validated itself under equivalent regulations in other countries.

If Buyer elects to use Products for a purpose that would subject Buyer, its customers or any Products to the jurisdiction of Regulatory Laws or other applicable law, Buyer shall be solely responsible for obtaining any required Approval or other approvals and otherwise ensuring that its use of any Products complies with such laws.

Unless otherwise expressly stated in writing, Products have not been tested by or for INTEGENX for any particular use or purpose, or for safety or efficacy. It is Buyer's responsibility, and not INTEGENX'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 INTEGENX for any specific use or application, except as may be otherwise expressly set by INTEGENX in writing by a duly authorized representative. Products shall in all cases be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Products documentation.

10. FORCE MAJEURE.

INTEGENX 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 INTEGENX'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, acts of terrorism, 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 regulations or any inability or delay in obtaining materials. In the event of any such delay or failure of performance, INTEGENX shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and INTEGENX shall also have the right to the extent necessary in INTEGENX's reasonable judgment, to apportion Products then available for delivery fairly among its various customers in such manner as INTEGENX may consider equitable.

11. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL INTEGENX 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, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS, , WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT INTEGENX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUSTAINED BY BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY ANY PRODUCT, OR BY INTEGENX'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCTS, INCLUDING THE PERFORMANCE BY INTEGENX OF ANY SERVICES WHETHER OR NOT IN CONNECTION WITH USE OF ANY TANGIBLE PRODUCT, OR BY INTEGENX'S BREACH OF THESE GENERAL TERMS OF SALE, OR RELATED TO THE POSSESSION OR USE OF ANY PRODUCT. INTEGENX'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THESE GENERAL TERMS OF SALE OR ANY PRODUCT PROVIDED HEREUNDER SHALL BE LIMITED TO THE AMOUNTS THAT INTEGENX RECEIVES FROM BUYER FOR THE APPLICABLE PRODUCT.

12. SOLE TERMS; CONFLICT OF TERMS.

These General Terms of Sale, together with INTEGENX's Quotation, any applicable label license or patent statement, or other written conditions of use provided by INTEGENX for the relevant Product(s), and any other terms and conditions expressly agreed to in writing in writing by an authorized representative of INTEGENX (collectively, the "INTEGENX Final Terms of Sale"), (a) shall constitute the complete, exclusive and entire agreement between INTEGENX and Buyer with respect to purchase(s) of Products (unless other terms and conditions are expressly designated to be applicable by INTEGENX in writing by a duly authorized INTEGENX representative), and INTEGENX's offer to sell Products is expressly limited to such terms, and (b) shall control over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, between Buyer and INTEGENX with respect to such purchase(s), and (c) shall control over and supersede and replace, to the extent not accepted in writing by INTEGENX as aforementioned, any additional or different terms and conditions contained in any statement in any purchase order by Buyer, which additional or different terms and conditions are hereby rejected and shall be void unless specifically so accepted in writing by INTEGENX, and (d) except as otherwise provided in these General Terms of Sale, in the event of an inconsistency between these General Terms of Sale and the terms appearing on INTEGENX's Quotation or other agreement signed by an authorized representative of

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INTEGENX, the terms appearing on INTEGENX's Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these General Terms of Sale, and all other provisions of these General Terms of Sale shall remain in full force and effect.

Buyer's submission of a purchase order or other instrument for or regarding the purchase of Products, whether or not in response to an INTEGENX Quotation, shall be deemed acceptance of and agreement to the INTEGENX Final Terms of Sale 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 written 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 INTEGENX of any offer of Buyer for Products is expressly conditioned on Buyer's assent to and acceptance of the INTEGENX Final Terms of Sale, to the extent that such INTEGENX Final Terms of Sale, including these General Terms of Sale, are additional to or different from those of Buyer's offer or other documents.

13. NO IMPLIED RIGHTS; SOFTWARE LICENSE.

Except as expressly set forth herein, nothing in these General Terms of Sale shall be deemed or construed (a) as a license or grant by INTEGENX of any intellectual property rights, whether express, implied, by estoppels or otherwise; (b) to limit INTEGENX's rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Products beyond uses granted under any patent or other intellectual property label license or statement applicable to the Products; (c) as granting Buyer any right to be supplied with any Products or component thereof beyond those ordered by Buyer and supplied by INTEGENX in accordance with the INTEGENX Final Terms of Sale; or (d) as a license or grant of any right to Buyer to have manufactured any Products.

The software program along with all data and documentation (the "Software") is licensed by INTEGENX for use by you (the "Licensee") on a single computer. "Software" refers to software available from INTEGENX that is deployed on the Apollo Series instruments or on CD-ROM and that controls the Instrument. "Registration Number" refers to a personalized alphanumeric key which is entered into the Software. The terms of this License will govern any software upgrades provided by INTEGENX that replace and/or supplement the original software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

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onto one additional computer provided that the Software is used only on one computer at a time and always by the same person and that no other person ever uses the Software. Otherwise, a separate license is required for each single computer on which the Software will be used. Versions of the Software intended for portable media devices may be installed on a single device only and used with only one computer at a time.

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The Licensee agrees not to disclose the Software or any Registration Numbers provided for the Software to any third party and to take all reasonable precautions to preclude access of unauthorized persons to the Software and Registration Numbers. The Licensee agrees not to reverse engineer, de-compile, disassemble, or modify the Software. You may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

This license shall terminate immediately if the Licensee fails to comply with any of the terms of this agreement. If this license was purchased, it shall terminate immediately if INTEGENX is not fully compensated for the agreed purchase price in a timely manner. Otherwise, this license shall remain in force until terminated by the Licensee upon one month's prior written notice.

Government End Users. The software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end

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users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

SOFTWARE DISCLAIMER OF WARRANTY and HARDWARE LIMITED WARRANTY

INTEGENX MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INTEGENX DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. INTEGENX SHALL NOT BE LIABLE FOR ERRORS OR OMISSIONS CONTAINED IN THIS SOFTWARE, ANY INTERRUPTIONS OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS AND/OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE EVEN IF INTEGENX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOFTWARE IS LICENSED AS IS. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

INTEGENX warrants to the original Licensee that any media on which the Software is distributed are free from defects under normal use and service for a period of ninety (90) days from the date of delivery. INTEGENX's entire liability and Licensee's exclusive remedy as to the media shall be, at INTEGENX's option, either (a) return of any purchase price or (b) replacement of the media that does not meet this Limited Warranty.

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT ARE MADE BY INTEGENX ON THIS PRODUCT. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Software Acknowledgements

INTEGENX acknowledges that the Software contains items protected by copyright, the rightholders for which are third persons. This involves the following software: ZedGraph software, the author of which is J. Champion.

14. CHOICE OF LAW.

Any contract between INTEGENX and Buyer relating to Products, including as incorporated herein by reference and as specified at the beginning of these General Terms of Sale, 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 its choice of law provisions and excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

15. EXPORT CONTROLS.

Buyer shall not export or transfer Products for re-export in violation of any United States laws or of the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of any such laws.

16. MISCELLANEOUS.

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