



## TERMS AND CONDITIONS OF SALE – INTERNATIONAL

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 13 hereof, govern all orders for purchases of, and all purchases of, products (the “Products”) and/or services (the “Services”) from IntegenX Inc., a part of Thermo Fisher Scientific, Inc. (“IntegenX”) by the buyer thereof (the “Buyer”).

**BY ACCEPTING ANY PRODUCT OR SERVICE FROM INTEGENX, BUYER IS 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, AGREEMENT OR OTHER DOCUMENT.**

### **1. PRICE.**

The price for the Product and/or Service shall be the price stated in IntegenX’s written quotation to Buyer for the Product and/or Service (“IntegenX’s Quotation”) or, if IntegenX has not issued a quotation, then IntegenX’s then-current list price of the Product and/or Service on the date that IntegenX receives Buyer’s purchase order. IntegenX’s Quotations are valid for a period of 30 days after the date of the particular IntegenX Quotation, unless superseded by a later Quotation for the same Product and/or Service, or otherwise stated therein.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 Service is to be performed, in effect on the date that IntegenX receives Buyer’s purchase order for such Product and/or Service. 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 and/or Services shall be paid by Buyer (other than taxes assessed against IntegenX’s 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.

### **2. PAYMENT TERMS; SECURITY INTEREST.**

Payment terms are net 30 days after the date of IntegenX’s invoice for the relevant Product and/or Service. IntegenX at its sole discretion shall have the right to require alternative payment terms by Buyer as set forth in Section 3 hereof. Payment for partial shipments shall be based on unit or prorated prices, and payment for partially performed Services shall be based on the time actually spent by IntegenX thereon. 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 rate permitted by law, 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.

To the extent permissible under applicable law, 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 performance of Services, 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 or Services actually performed 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. DELIVERY, TITLE AND RISK OF LOSS.**

The receipt by IntegenX of any purchase order or other order document from Buyer shall in each case be subject to the provisions of Section 13 hereof, captioned “SOLE TERMS; CONFLICT OF TERMS.” IntegenX or its designee shall use commercially reasonable efforts to ship Products and to perform Services within a reasonable time after so ordered, or, if in an order for Services, a commencement or installation date is specified 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, All deliveries of the Products shall be FCA (Incoterms 2010) IntegenX’s manufacturing or warehouse facility. IntegenX shall deliver each shipment to the carrier specified by Buyer in the purchase order.

If IntegenX is installing Products as a Service, 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. IntegenX does not install or service instruments in biosafety-level-3 laboratories, unless IntegenX and Buyer agree otherwise in writing in advance. Under no circumstances does IntegenX install or service instruments in biosafety-level-4 laboratories.

**5. CANCELLATION AND DEFERRAL.**  
**BUYER MAY NOT CANCEL ANY PURCHASE ORDER FOR PRODUCTS WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF INTEGENX AND SHALL PAY ANY APPLICABLE CANCELLATION CHARGES.**



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### **6. ACCEPTANCE.**

Buyer shall promptly inspect all Products upon delivery or installation, as applicable. Any rejections for material defects shall be made within 10 days of delivery or installation and not thereafter. Buyer will be deemed to have accepted all Products unless such written notice of rejection is received by IntegenX.

### **7. LIMITED WARRANTY.**

IntegenX makes only those warranties with respect to Products expressly identified in writing as “warranties” and delivered with the Products, if any (the “Limited Warranty”). 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. INTEGENX DOES NOT PROVIDE ANY WARRANTY FOR ANY USE OF THE PRODUCTS THAT IS INCONSISTENT WITH THE LIMITED USE STATEMENT SET FORTH IN SECTION 10 BELOW.**

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.

With respect to Services, IntegenX warrants that such services will be performed in a workmanlike manner in compliance with all applicable laws.

**SUBJECT TO THE LIMITATIONS IMPOSED BY APPLICABLE LAW, THE WARRANTIES DESCRIBED IN THIS SECTION 7 ARE INTEGENX’S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS AND SERVICES, 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 OR NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT OR SERVICE (INCLUDING WITHOUT LIMITATION, CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING BY STATUTE OR OTHERWISE AT LAW OR IN EQUITY, OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.**

### **8. BUYER’S REMEDIES.**

If Buyer notifies IntegenX in writing of a defect or non-conformance during the applicable warranty period, and IntegenX determines that such defect or non-conformance is covered by the Limited Warranty, IntegenX will, in its discretion: (i) repair or replace the affected Product, (ii) re-perform the affected Services, or (iii) refund the fees paid for the affected Product or Service.

Repaired or replaced Products will be warranted for the remainder of the original warranty period. If IntegenX elects to repair or replace a Product, IntegenX may use new or refurbished parts or Products or components that are equivalent to new in performance and reliability and are at least functionally equivalent to the original component or Product. Buyer must obtain a Return Material Authorization number from IntegenX before returning any Product under warranty to IntegenX. IntegenX may require that Buyer sign and deliver a properly completed certificate of decontamination prior to returning any Products. Buyer will pay shipping expenses to send the affected Product to IntegenX, and IntegenX will pay shipping expenses to return the Product to the Buyer. If IntegenX concludes, after examining and testing returned Product, that it is not covered by the Limited Warranty, IntegenX will notify Buyer and return the Product at Buyer’s expense. IntegenX reserves the right to charge a fee for examining and testing Products not covered by the Limited Warranty.

**THIS SECTION 8 SETS FORTH BUYER’S SOLE AND EXCLUSIVE REMEDIES, AND INTEGENX’S SOLE LIABILITY, FOR DEFECTIVE OR NONCONFORMING PRODUCT AND FOR NONCONFORMING SERVICES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.**

### **9. INDEMNIFICATION.**

#### **9.1 INDEMNIFICATION BY INTEGENX.**

Subject to the restrictions set forth in this Section 9 and provided Buyer complies with its obligations in Sections 9.1.1 through 9.1.3 hereof, IntegenX shall defend and indemnify Buyer against infringement damages finally awarded in any legal action brought by a third party against Buyer to the extent that the action is based on a claim that IntegenX’s manufacture and sale of a product infringes any patent, copyright, trademark or other intellectual property right of such third party if IntegenX had actual knowledge of such intellectual property right and the actual infringement at the time of delivery of the product to Buyer. This infringement indemnity does not apply to claims that arose based on (a) Buyer’s failure to comply with the General Terms of Sales, (b) Buyer’s failure to acquire any applicable Additional Rights, (c) products that IntegenX made, assembled or labeled in reliance upon Buyer’s instructions, specifications, or other directions, (d) Buyer’s use or resale of products, (e) modifications made by Buyer or any third party; or (f) products originating from third parties.

#### **9.1.1 BUYER’S OBLIGATIONS.**

Buyer must (i) notify IntegenX in writing, in commercially reasonable detail, of any claim for which Buyer may seek defense and indemnity from IntegenX, as soon as Buyer becomes aware of any claim, (ii) make no admission of liability or take any other action with respect to the claim that could affect the defense; allow IntegenX to solely control the defense or settlement of the claim, and (iii) 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, in the defense or settlement of such claim. IntegenX shall have sole authority to defend and/or settle any claim under Section 9.1 hereof.

#### **9.1.2 REMEDY FOR INFRINGEMENT, RIGHTS OF INTEGENX, EXCEPTIONS.**

IntegenX’s infringement related indemnity obligations will be extinguished if IntegenX, at IntegenX’s option and expense, either:



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(a) secure for Buyer the right to continue using the product; (b) substitute the product with another suitable product with similar functionality; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts Buyer paid for the infringing product, based on a 5-year amortization schedule.

### **9.1.3 ENTIRE INDEMNIFICATION LIABILITY.**

**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.**

### **9.2 INDEMNIFICATION BY BUYER FOR BUYER'S MODIFICATIONS, SPECIFICATIONS OR USE.**

Buyer will indemnify, defend with competent and experienced counsel and hold IntegenX, including IntegenX's parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) suffered by any of the foregoing entities or individuals to the extent arising from or in connection with (a) Buyer's or Buyer's agents', employees', representatives' or contractors' negligence or willful misconduct; (b) use of a product IntegenX supplied to Buyer in combination with equipment or software IntegenX did not supply Buyer, where the product itself would not be infringing; (c) IntegenX's compliance with designs, specifications or instructions Buyer gave IntegenX; (d) use of a product in an application or environment for which it was not designed; (e) product modifications IntegenX did not make or approve in writing; and (f) Buyer's failure to acquire any applicable Additional Rights

### **9.3 INDEMNIFIED PARTIES.**

For purposes solely of this Section 9, 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 and agents of, the respective referenced party.

### **10. LIMITATIONS ON USE OF PRODUCT; COMPLIANCE WITH LAWS; VALIDATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF SALE, THE PRODUCTS MAY NOT BE USED FOR ANY DIAGNOSTIC OR THERAPEUTIC APPLICATION. COMMERCIAL USE REQUIRES A SEPARATE LICENSE FROM INTEGENX.**

Without limiting the generality of Section 7 hereof, 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 (for purposes of this Section 10 including any Software (as defined below)) (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") with any regulatory agency for use in any clinical procedure or for other use requiring compliance with any federal, state, local, national or trans-national law, rule or regulation, or order of any 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, 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 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. Buyer shall provide any reasonable assistance required by IntegenX if IntegenX elects to obtain any regulatory markings or approvals, and to ensure compliance with import, use and sale of the Product.

If Buyer elects to use Products for a purpose that would subject Buyer, its customers or any Products to 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, and shall indemnify, defend and hold IntegenX harmless from any third party claim, demand, liability, loss or damage, including without limitation reasonable attorney's fees, resulting from such use.

Unless otherwise expressly stated in writing by IntegenX, 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 other requirements. Products shall in all cases be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Products documentation.

Subject to the terms of this Agreement, Buyer shall comply with all applicable laws and regulations, including but not limited to, export laws and restrictions and regulations of the United States Department of Commerce or other United States or foreign agency or authority including but not limited to the United Kingdom, and shall not export, or participate in any transaction which may involve the export or re-export of any Products in violation of any such restrictions, laws or regulations. Buyer shall upon IntegenX's request complete and return an End User Affidavit and an End User Questionnaire. Buyer shall further comply with all applicable local, national and supranational laws applicable to Buyer's use of the Products in its ordinary course of business, including those that may prohibit gratuities, inducements, or certain other payments. Buyer acknowledges that IntegenX may be subject to certain United States laws, including the Foreign Corrupt Practices Act of 1977 and laws within the United Kingdom including, but not limited to the Bribery Act of 2010 and any amendments to the foregoing, which may apply to activities carried out by Buyer outside the United States or United Kingdom. Buyer agrees neither to take nor omit to take any action if such act or omission might cause IntegenX or Buyer to be in violation of any such laws. Upon written notice from IntegenX, Buyer shall provide such information as IntegenX may reasonably require to verify compliance by Buyer with the provisions.

### **11. UNCONTROLLABLE CIRCUMSTANCES.**

IntegenX will not be responsible or liable for failing to perform its obligations under these General Terms of Sale to the extent



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caused by circumstances beyond its reasonable control. In certain situations, IntegenX may use its reasonable judgment and apportion products then available for delivery fairly among IntegenX's customers.

### **12. 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 SERVICE, OR BY INTEGENX'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCTS OR PROVISION OF SERVICES, OR BY INTEGENX'S BREACH OF THESE GENERAL TERMS OF SALE, OR RELATED TO THE POSSESSION OR USE OF ANY PRODUCT. INTEGENX'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS OF SALE OR ANY PRODUCT OR SERVICE PROVIDED HEREUNDER, IS LIMITED TO THE LESSER OF (A) THE AMOUNTS THAT INTEGENX RECEIVES FROM BUYER FOR THE APPLICABLE PRODUCT OR SERVICE OR (B) \$1,000,000 USD. HOWEVER, THESE PROVISIONS DO NOT LIMIT INTEGENX'S LIABILITY THAT CANNOT BE LIMITED BY LAW.**

### **13. 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 Products(s) or Services(s) (the "Supplementary Terms", 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 and Services (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 or Services 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.

To the extent Buyer's order documents and any terms and conditions contained therein materially alter the IntegenX Final

Terms of Sale, the IntegenX Final Terms of Sale shall be deemed a counter-offer to any offer made by Buyer through Buyer's order documents. IntegenX reserves the right to withhold any shipment of Product until such counter-offer has been accepted by Buyer, provided, however, that Buyer's acceptance of a shipment of Products shall be deemed final acceptance of and agreement to the terms of such counter-offer.

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 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.

### **14. NO IMPLIED RIGHTS.**

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 estoppel 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, or Services, 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.

### **15. SOFTWARE LICENSE.**

If a Product purchased by Buyer incorporates IntegenX's software, and such software comes with an end-user license agreement ("EULA"), the terms of such EULA controls Buyer's use of the software. In the absence of a EULA, the following applies:

IntegenX hereby grants to Buyer of such Product a non-exclusive, nontransferable license, without power to sublicense, to use such software, along with all data and documentation (collectively, the "Software") solely in connection with the operation of the Product in accordance with the Specifications and these General Terms of Sale. This license terminates when Buyer's lawful possession of the Product ceases, unless earlier terminated as provided in these General Terms of Sale. The Software may be installed only on a single computer. As used in this Section 14, "Software" refers to software available from IntegenX that is deployed on a Product delivered hereunder, or on CD-ROM, and that controls such Product. "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, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Buyer may only make one copy of the Software for operating purposes, and one additional copy for backup purposes. Buyer may also copy the Software onto one additional computer provided that the Software is used on only one computer at a time and always by the same person. A separate license is required for each additional computer on which the Software is used. Versions



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of the Software intended for portable media devices may be installed on a single device only.

IntegenX retains title and ownership of the Software recorded on the original media and all subsequent copies of the Software, regardless of the form or media in which or on which the original or other copies may exist. This license is not a sale of the Software or any copy. Buyer agrees to hold in confidence and not sell, transfer, license, loan or otherwise make available in any form to third parties the Software without IntegenX's prior written consent.

Buyer 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. Buyer agrees not to reverse engineer, de-compile, disassemble, copy, modify, enhance or otherwise change or supplement the Software without IntegenX's prior written consent. Buyer 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, Buyer represents and warrants that it is not located in any such country or on any such list. Buyer also agrees that it will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons.

This license shall terminate immediately if Buyer 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 Buyer upon one month's prior written notice. Buyer agrees, upon termination of this license, immediately to return to IntegenX all Software and all copies and portions thereof.

### **16. INTELLECTUAL PROPERTY.**

As between Buyer and IntegenX, IntegenX exclusively own all intellectual property rights relating to its products and services. Unless expressly state otherwise by IntegenX in Supplementary Terms, selling products to Buyer grants Buyer only a limited, nontransferable right under IntegenX's intellectual property: only Buyer may use the products Buyer has bought from IntegenX, and only for Buyer's internal research purposes. No right to transfer, distribute or resell IntegenX's products or any of their components is conveyed expressly, by implication, or by estoppel. Unless expressly permitted by IntegenX in writing, Buyer will not modify, change, remove, cover or otherwise obscure any of IntegenX's or IntegenX's affiliates' brands, trade or service marks on the products. Nothing in these General Terms of Sale limits IntegenX's ability to enforce its intellectual property rights.

Unless expressly state otherwise in Supplementary Terms, IntegenX give no rights to use its products in any commercial application, including manufacturing, quality control, or commercial services such as reporting the results of Buyer's activities for a fee or other consideration. If Buyer needs

commercial use rights to IntegenX's products (including the right to perform fee-for services), please contact IntegenX's out-licensing department at [outlicensing@lifetech.com](mailto:outlicensing@lifetech.com). Where Buyer's use of the product is outside the scope of the Agreement, it is solely Buyer's responsibility to acquire additional intellectual property rights related to such use ("Additional Rights").

IntegenX exclusively own all intellectual property rights in any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for IntegenX, or jointly by Buyer and IntegenX, in relation to processes, methods, or related synthesis of a custom product, or otherwise in connection with designing or manufacturing a custom product. Buyer agrees to transfer and assign to IntegenX all of Buyer's right, title, and interest in and to any joint intellectual property. And at IntegenX's request and at IntegenX's expense, Buyer will help IntegenX secure and record IntegenX's rights in the intellectual property.

### **17. CHOICE OF LAW; VENUE.**

These General Terms of Sale and performance under it will be governed by Delaware law, without reference to its choice of law provisions. In the event of any legal proceeding between Buyer and IntegenX relating to this General Terms of Sale, neither party may claim the right to a trial by jury. Any action arising under these General Terms of Sale must be brought within 1 year from the date that the cause of action arose. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded

### **18. EXPORT CONTROLS.**

Buyer acknowledges that each product and any related software and technology, including technical information IntegenX supplies Buyer, including those contained in product documents (collectively "Items"), is subject to U.S. government export controls.

The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries.

Buyer must comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer must not, directly or indirectly, without first obtaining the required license to do so from the appropriate U.S. government agency, export re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government, or (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemicals/biological weapons, or missiles, or in terrorist activities. Buyer will, if IntegenX requests, provide information on the end user and end use of any Item Buyer exports or plan to exports.

Buyer will cooperate fully with IntegenX in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold IntegenX harmless from, or in connection with, Buyer's or Buyer's consultants', agents' or employees' violation of this Section 18.

### **19. CONFIDENTIALITY**



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Buyer agrees to keep confidential any non-public technical information, commercial information (including prices, without limitation) or instructions received from IntegenX as a result of discussions, negotiations and other communications between Buyer and IntegenX in relation to IntegenX's products or services.

### **20. MISCELLANEOUS.**

Buyer may not delegate any duties nor assign any rights or claims hereunder without IntegenX's prior written consent, and any such attempted delegation or assignment will be void. 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.