

Licence Terms for ADVYSER Software

DEVYSER LICENSE TERMS

(these "Terms") govern the use of the Software as defined below. The Software is the property of Devyser AB, Swedish registration number 556698-2996] ("Devyser"). By using and submitting the order form for the Software, you as the Customer, agree to be bound by these Terms. If you do not agree to the Terms, do not submit the order form and do not download and use the Software on your computer.

1 DEFINITIONS

In these Terms:

"Authorised User" means each person who is given access to the Software through Customer through a license key offered by Devyser.

"Customer" means the person/entity that has ordered one or more licenses to the Software from Devyser.

"Device" means Devyser Chimerism

"Software" means ADVYSER for Chimerism

"Third Party Products" means software products which are specified in the Software information as third party products or open source products.

"Updates" means published corrections of the Software made available to the Customer.

"Upgrades" means published versions of the Software including new or better functionality made available to the Customer.

2 GENERAL

2.1 Devyser provides the Device, which is a NGS library kit for research use only. The Software is provided as a complementary tool to the Device, and as such, will process, analyse and report data and results generated through the use of the Device.

2.2 The Customer is responsible for the installation of the Software. The Customer further understands that the Software will not work without a Device, and that the Device is offered on separate terms.

3 GRANT OF LICENSE

3.1 Subject to the Customer's purchase of a Device, the Customer is hereby granted a non-exclusive, non-transferrable license to use and reproduce the Software for the Customer's internal research use only. The Software may only be used by the number of Authorised Users that the Customer has been granted and in accordance with these Terms.

3.2 The Customer may not use, copy or otherwise transfer the Software, or part thereof, except as expressly permitted by these Terms. The Customer may under no circumstances alter, develop or make additions to the Software.

3.3 The Customer may not sub-license, rent, lend or otherwise permit any person other than the Customer to, directly or indirectly, with or without remuneration, dispose of or otherwise use the Software.

3.4 The Customer may not decompile or reverse engineer the Software or by any other means try to recreate the source code of the Software or make copies for archival or disaster recovery purposes, other than as set out in mandatory law.

3.5 The Customer may not remove or alter any proprietary rights notices on the Software, or the media by which the Software is made available, regarding patents, copyright, trademarks or other intellectual property rights.

4 OWNERSHIP

4.1 Devyser owns all rights to the Software, including but not limited to patents, copyrights, design rights and trademarks, and nothing in these Terms shall be interpreted as a transfer of such rights, or part thereof, to the Customer.

4.2 The Customer is only granted the limited license to the Software specifically set out in these Terms.

5 UPDATES AND UPGRADES

The Software periodically checks for Updates or Upgrades which then are made available to the Customers. Such Updates or Upgrades are made available at Devyser's sole discretion. The Customer may only obtain Updates or Upgrades from Devyser or through Devyser authorised sources.

6 THIRD PARTY PRODUCTS

Please note that the Software includes Third Party Products for which is regulated by the licensing terms for such Third Party Products. These Terms shall therefore not govern the use of such Third Party Products, which, together with the appropriate licenses and notices, are identified in the Software information.

7 DISCLAIMER OF WARRANTY AND SUPPORT

7.1 The Software is provided "AS IS" and "AS AVAILABLE" without express or implied warranty or condition of any kind. Any use of the Software by Customer shall be made on the Customer's own risk. To the fullest extent permitted by applicable law, Devyser disclaims any warranty or condition of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.

7.2 Unless otherwise agreed in writing, Devyser will not provide any support services in relation to the Software.

8 LIMITATION OF LIABILITY

8.1 To the extent permitted under mandatory law, Devyser shall not be liable to Customer or any third party for any direct, indirect or other damages of any kind, including but not limited to, lost profits, loss of income, loss of revenue, business interruption or loss of goodwill arising out of, or in connection with, these Terms or

the inability to use the Software.

8.2 Devyser's total liability to you in connection with the Software and these terms, for any injuries, losses, and legal actions, shall under no circumstances exceed the payments made by Customer to Devyser for the Software or the Device during the twelve months preceding the date the damage occurred.

9 INDEMNITY

Customer is liable for any damages inflicted on Devyser, or any third party, due to Customer's breach of these Terms of service, including but not limited to the misuse of the Software. Furthermore, Customer agrees to indemnify Devyser in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses incurred by Devyser in relation to Customer's breach of these Terms of service or other applicable law. Customer shall be liable for all acts by Authorised Users as for its own.

10 TERM AND TERMINATION

10.1 These Terms are effective until terminated by Customer or Devyser. The Customer's rights under these Terms will terminate automatically if the Customer fails to comply with any of its terms.

10.2 Either party may terminate these Terms if:

(i) the other Party has committed a material breach of these Terms, and has not rectified the same within thirty (30) days after receipt of a written notice to that effect; or

(ii) the other Party's assets become the subject of an insolvency proceeding, or the other Party goes into liquidation, suspends payment of its debts or can otherwise be deemed insolvent.

10.3 If these Terms are terminated, Customer shall delete all copies, and ensure that all other documentation and materials pertaining to the Software are destroyed and, upon request, confirm in writing that no materials pertaining to the Software remain in its possession or that of any affiliate entity or other third party under its control or under contract with it.

11 MISCELLANEOUS

11.1 The Customer may not assign any rights or obligations under these Terms to a third party unless Devyser has given its prior written consent thereto.

11.2 Any amendment or modification to these Terms must, in order to be binding, be in writing and signed by both Parties.

11.3 Any omission by either Party to exercise its rights and remedies under these Terms on any occasion shall not constitute a waiver of such rights and remedies on other occasions. Any waiver must be made in writing in order to be valid.

11.4 These Terms contains the entire agreement between the Parties concerning the license to the Software and supersedes any previous written or oral agreement between the Parties in relation to the subject matter dealt with herein.

11.5 If any term or provision in these Terms shall be held to be illegal or unenforceable, in whole or in part, such term or provision or part shall to that

extent be deemed not to form a part of these Terms but the enforceability of the remainder of these Terms shall not be affected, provided that the remaining terms of these Terms shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

12 DISPUTES AND GOVERNING LAW

12.1 These Terms shall be governed by and construed in accordance with Swedish substantive law.

12.2 Any dispute concerning or arising out of these Terms shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The Rules for Expedited Arbitrations of the Institute shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, decides, in its discretion, that the ordinary Rules shall apply. In the latter case, the Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. Arbitral proceedings shall take place in [Stockholm].

12.3 The Parties undertake and agree that arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings.