

## IMPORTANT, PLEASE READ CAREFULLY. THIS IS A LICENSE AGREEMENT

This SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This SOFTWARE PRODUCT is licensed, not sold.

End User License Agreement

This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and PetaGene Ltd with regard to the copyrighted Software (herein referred to as "SOFTWARE PRODUCT" or "SOFTWARE") to which PetaGene Ltd will (on certain conditions, including your agreement to this EULA) grant you access. The SOFTWARE PRODUCT includes software, the associated media, any printed materials, and any "online" or electronic documentation. Use of any software and related documentation ("Software") provided to you by PetaGene Ltd in whatever form or media, will constitute your acceptance of these terms and conditions (the "Terms and Conditions"), unless separate terms are provided by the software supplier, in which case certain additional or different terms may apply. If you do not agree with the terms of this EULA, do not download, install, copy or use the Software. By installing, copying or otherwise using the SOFTWARE PRODUCT or any portion thereof, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA. If you do not agree to the terms of this EULA. PretaGene Ltd is unwilling to license the SOFTWARE PRODUCT to you.

1. Eligible Licensees. This Software is available for license solely to SOFTWARE users who own a valid license obtained from PetaGene Ltd or its representatives, with no right of duplication or further distribution, licensing, or sub-licensing. IF YOU DO NOT OWN A VALID LICENSE FOR THE SOFTWARE, THEN DO NOT INSTALL, COPY OR USE THE SOFTWARE.

License Grant. (a) PetaGene Ltd grants you the royalty-free, non-exclusive, non transferable, irrevocable right and license to install and use the Software for commercial purposes on Debian/ RPM Linux in accordance with the restrictions of a valid license obtained from PetaGene Ltd or its representatives. (b) You may not use the Software in any manner that could damage, disable, overburden, or impair the Software (or servers or networks connected to the Software), nor may you use the Software in any manner that could interfere with any other party's use and enjoyment of the Software (or servers or networks connected to the Software). (c) You agree that you are solely responsible for (and that PetaGene Ltd has no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which PetaGene Ltd may suffer) of any such breach. (d) Your use is unlimited in terms of volume, geographic location, concurrent use and number of users.

Proprietary Rights. You acknowledge that (a) the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) PetaGene Ltd and/or third parties own all right, title and interest in and to the Software and any compressed file formats, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or content that may be presented or accessed through the Software for any purpose, unless otherwise permitted, provided that you may make such copies as are necessary to your proper use of the Software, (ii) take any action to circumvent or defeat the security provided, deployed or enforced by any functionality contained in the Software, (iii) use the Software to

access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter PetaGene Ltd's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Software.

Disclaimer of Warranties. The Software is provided "AS IS" without warranty of any kind. PetaGene Ltd and its suppliers disclaim and make no express or implied warranties and specifically disclaim the warranties of merchantability, fitness for a particular purpose and noninfringement of third-party rights. The entire risk as to the quality and performance of the Software is with you. Neither PetaGene Ltd nor its suppliers warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted, secure or error-free. PetaGene Ltd is not obligated to provide any updates to the Software. If the Software was obtained via the Apple App Store, you further acknowledge and agree that to the extent that warranty is not effectively disclaimed under applicable law, in the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software.

LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT PETAGENE LTD, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS ARE NOT LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE SOFTWARE, INCLUDING ANY LOSS OF DATA OR DAMAGE TO YOUR DEVICE, WHETHER OR NOT PETAGENE LTD OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. IN STATES/COUNTRIES THAT DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, YOU AGREE THAT THE ENTIRE LIABILITY FOR PETAGENE LTD AND YOUR EXCLUSIVE REMEDY UNDER THIS EULA SHALL NOT EXCEED THE MINIMUM LIABILITY AS PERMITTED BY APPLICABLE LAW.

Upgrades. If the SOFTWARE is an upgrade from an earlier release or previously released version, you now may use that upgraded product only in accordance with this EULA. If the SOFTWARE PRODUCT is an upgrade of a software program which you licensed as a single product, the SOFTWARE PRODUCT may be used only as part of that single product package and may not be separated for use on more than one computer or device.

Open Source Software. Any Open Source Software that may be accompanying the Software is provided to you under the terms of the open source license agreement or copyright notice accompanying such Open Source Software or in the open source licenses file accompanying the Software. As used herein 'Open Source Software' is open source software components provided with the Software that are licensed to you under the terms of the applicable license agreements included with such open source software components or other materials for the Software. This EULA does not apply to the Open Source Software accompanying the Software and PetaGene Ltd hereby disclaims any and all liability to you or any third party related thereto.

2. Indemnification By You. If you distribute the Software in violation of this Agreement, you agree to indemnify, hold harmless and defend PetaGene Ltd and its suppliers from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of the Software in violation of this Agreement.

3. Export Controls. The Software may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international export laws and regulations. These laws include restrictions on destinations, end users, and end use.

Termination. This EULA will be effective upon your installation of the Software and will be terminated automatically by you upon the earlier of: (a) your failure to comply with any term of this EULA; and (b) your discontinuing use of the Software. PetaGene Ltd may terminate this EULA for any reason or no reason in its sole discretion. If this EULA is terminated for any reason, you must cease all use of the Software and destroy all copies of the Software in your possession except those made by automated backup mechanisms (provided that those copies are not accessed and used by you). If PetaGene Ltd does not take action to inform you of the termination of this EULA

after you fail to comply with any of the terms of this EULA, such failure to act does not imply that the termination has not occurred or that PetaGene Ltd has waived any of the rights reserved by PetaGene Ltd under this and other provisions.

Third-party Beneficiaries. Use of the Software may also be subject to the terms of use of other third parties. You acknowledge that third party application marketplaces may be third-party beneficiaries of this EULA and upon your acceptance of this EULA such stores or marketplaces may have the right to enforce this EULA against you as a third party beneficiary. You further acknowledge and agree that such parties are not parties to this EULA other than as third party beneficiaries and are not responsible for providing maintenance and support services with respect to the Software.

U.S. Government Restricted Rights. The Software, related materials and documentation have been developed entirely with private funds. If the user of the Software is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, including technical data or manuals, is restricted by the terms, conditions and covenants contained in these Terms and Conditions. In accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies, use of the Software is further restricted by this EULA.

Trademarks. Certain of the product and service names used in this EULA and the Software may constitute trademarks of PetaGene Ltd or third parties. You are not authorised to use any such trademarks. All trademarks are the property of their respective owners.

Miscellaneous. (a) These Terms and Conditions constitute the entire Agreement between you and PetaGene Ltd relating to the Software and govern your use of the Software and completely replace any prior or contemporaneous agreements between you and PetaGene Ltd regarding the Software other than a Software License Agreement that has been signed by both parties. (b) The failure of PetaGene Ltd to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to PetaGene Ltd. (c) If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms and Conditions without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable. (d) The rights granted in these Terms and Conditions may not be assigned or transferred by either you or PetaGene Ltd without the prior written approval of the other party. Neither you nor PetaGene Ltd are permitted to delegate their responsibilities or obligations under these Terms and Conditions without the prior written approval of the other party. (e) These Terms and Conditions and your relationship with PetaGene Ltd under these Terms and Conditions will be governed by the laws of the England and Wales without regard to its conflict of laws provisions. You and PetaGene Ltd agree to submit to the exclusive jurisdiction of the courts located within England and Wales to resolve any legal matter arising from these Terms and Conditions. Notwithstanding this, you agree that PetaGene Ltd will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

PetaGene Ltd Betjeman House, 104 Hills Rd, Cambridge CB2 1LQ, United Kingdom

petalink@petagene.com