

General Terms and Conditions for Purchase of Products

1. General

- 1.1 These General Terms and Conditions for Purchase of Products (“General Terms and Conditions”) apply to all purchases of Products agreed between the Company and the Customer by signing a Quotation (as defined below) or by referring to such Quotation in a Purchase Order issued by the Customer or by issuing a Purchase Order related to the Products set forth in the Quotation. In the event of conflicting provisions between the Quotation and these General Terms and Conditions, the provisions of the Quotation shall prevail.
- 1.2 The Quotation and these General Terms and Conditions (collectively the “Agreement”) constitute the entire agreement between the Parties with regard to the subject matter hereof. The Agreement shall become effective when the Quotation has been signed by both the Company and the Customer, or when the Customer receives delivery of any Products set forth in a Quotation.

2. Definitions

In these General Conditions:

<i>Agreement</i>	shall mean the Quotation and these General Terms and Conditions.
<i>CD and/or CDs</i>	shall mean one or more CD microlaboratory.
<i>Company</i>	shall mean Gyros Protein Technologies AB or any of its wholly-owned subsidiaries, as indicated in the Quotation.
<i>Company Certified Personnel</i>	shall mean one or more person(s) at the Company
<i>Company Trademarks</i>	shall mean Gyros, Gyrolab, Gyrolab xPlore, Bioaffy, Rexxip and the Gyros logo, and such future trademarks, whether registered or not, owned by the Company or its parent, that may be used on or in connection with the sale of a Product. .
<i>Consumables</i>	shall mean all items manufactured or supplied by the Company which are needed for the use of the Instrument, including without limitation one or more CDs, buffers, microplates and other expendable accessories/spare parts.
<i>Customer</i>	shall mean the company, person or other entity as indicated in the Quotation.
<i>Documentation</i>	shall mean all user documentations, help files, instrument quality assurance certificates and technical specifications and other written documentation regarding the Products that are made available to the Customer by the Company, whether in paper form or electronically.
<i>Installation Location</i>	shall mean the agreed location for installation of the Instrument as indicated in the Quotation.
<i>Instrument</i>	shall mean the instrument manufactured or supplied by the Company as specified in the Quotation.
<i>Made-to-Order</i>	shall mean items which are scheduled for manufacture by the Company at such time as the Company receives a Purchase Order for the item from the Customer.
<i>Off- the-Shelf</i>	shall mean items which the Company will typically maintain an in-house stock of.
<i>Party or Parties</i>	shall mean the Company and/or the Customer individually or collectively, as the case may be.
<i>Products</i>	shall mean the Instrument and the Consumables collectively.
<i>Purchase order</i>	shall mean a binding commitment by the customer to purchase according to the Quotation or by referring to such Quotation in a Purchase Order issued by the Customer.
<i>Quotation</i>	shall mean the quotation sent by the Company to the Customer or accepted and agreed to by the Company and the Customer, including its appendices.
<i>Research Use Only</i>	shall mean the use for research purposes only, without any medical objective. By way of non-limiting example, research use excludes any use in diagnostic procedures (such as e.g. medical diagnostics or performance evaluation studies for medical analyses).
<i>Software</i>	shall mean the software for the purpose of controlling the Instrument, evaluating data and store results and information related to methods used for the Instrument.
<i>STIBOR 360</i>	shall mean, in relation to a particular period, the Stockholm interbank offered rates for deposits of the currency in question for a period of 360 days at or about 11.00 a.m. (Stockholm time) on the second business day prior to such period as displayed on the relevant Reuters page (or on a comparable page in another information system) or, if such interest rate is not shown or quoted as described above for the said period, the interest rate per 360 days for deposits of the currency in question in an equal amount offered to banks in the Stockholm interbank market for a period of 360 days.

3. Delivery

- 3.1 If no other term of delivery is specified or arrangement provided for the delivery, the Products will be delivered in accordance with the Incoterms indicated in the Quotation.
- 3.2 The Customer acknowledges that delivery of the Instrument is normally within 6 weeks after the receipt of the Purchase Order or as specified in the Quotation.
- 3.3 The Customer acknowledges that delivery of the Consumables is normally within 10 working days after the receipt of the Purchase Order or as specified in the Customized Delivery Arrangement for Off-the- Shelf Consumables.
- 3.4 The Customer acknowledges that delivery of the Consumables is normally within 6 weeks after the receipt of the Purchase Order or as specified in the Customized Delivery Arrangement for Made-to-Order Consumables.
- 3.5 The Installation Location where the Instrument shall be placed is set out in the Quotation.
- 3.6 The Customer shall NOT unpack the Instrument, or when applicable the Compressor, after delivery. Only Company Certified Personnel are authorized to unpack the Instrument, or when applicable the Compressor.
- 3.7 The Customer shall examine the Products at the time of delivery according to the following:
 - a) The Customer shall examine the package of the Instrument at the time of delivery. If the Customer should find that the package is damaged or in any way deficient upon delivery, the Customer shall note the damage or the deficiency on the note of received goods. The note of received goods shall be issued in two copies, of which the Customer and the deliverer shall take one each. The Customer shall without delay notify the Company about the damage or deficiency by sending a copy of the note of received goods to the Company or, if unpacking is to take place within two (2) days from delivery, inform the Company Certified Personnel of the damaged package during the unpacking of the Instrument. The foregoing shall also apply if the Customer has rented a Compressor from the Company.
 - b) The Customer shall examine the Consumables at the time of delivery. If the Customer should find that the Consumables are damaged or in any way deficient upon delivery, the Customer shall note the damage or the deficiency on the note of received goods. The note of received goods shall be issued in two copies, of which the Customer and the deliverer shall take one each. The Customer shall without delay notify the Company about the damage or deficiency by sending a copy of the note of received goods to the Company.

4. Price and Payment

- 4.1 The Company will charge the Customer the price for the Products, which is set out in the Quotation.
- 4.2 Payment shall be made against invoice from the Company. Payments are due in 30 days net.
- 4.3 The Company is entitled to charge the Customer a handling fee for each order/shipment.
- 4.4 In the event of late payment the Company reserves the right:
 - a) to suspend deliveries and/or cancel its outstanding obligations under the Agreement;
 - b) to charge interest at an annual rate equal to STIBOR 360 plus eight (8) percent until the actual date of payment. The Company shall further be entitled to charge an administration fee of SEK two hundred fifty (250) for each non-payment reminder sent to the Customer; and
 - c) to, ultimately, cancel and terminate the Agreement.
- 4.5 If the Parties have agreed in the Quotation that the Customer, during a specified period of time, shall purchase a minimum number of CDs, or other Consumables, the Company shall have the right to invoice the Customer for such agreed number of CDs or other Consumables, even if the Customer should not purchase the whole agreed number of CDs or other Consumables. In such case the Company shall deliver to Customer, promptly after the end of such agreed period of time, the number of CDs or other Consumables, remaining to meet such agreed minimum number of CDs or other Consumables.
- 4.6 All Purchase Orders are final and non-cancellable by Customer.

5. Installation

- 5.1 At the time of Instrument installation, personnel for lifting the Instrument shall be supplied by the Customer. It is the Customers responsibility to ensure the safety of the personnel used for the lifting and that the Instrument is kept in its original state and not damaged by the lifting. For the avoidance of doubt, the Company takes no responsibility for the safety of the personnel used for the lifting.

6. Service

- 6.1 The Customer may enter into a separate service agreement with the Company to maintain performance of the Instrument according to its specifications.
- 6.2 If the Customer has entered into a separate service agreement with the Company, the Customer agrees to grant the Company access to the Instrument and administrative rights in order to perform service on the Instrument. Customer agrees and acknowledges that only Company Certified Personnel are authorised to service the Instrument.

7. Warranty

- 7.1 The Company represents and warrants to the Customer that the Instrument, when delivered to the Customer, shall (i) be free from defects in materials and workmanship and (ii) shall substantially conform to the Documentation accompanying the Instrument, however provided that:

- a) the Instrument has been unpacked and installed by Company Certified Personnel;
- b) all operations of the Instrument have been performed by Company Certified Personnel;
- c) all operations have been performed within limits set by the Documentation and in accordance with instructions appearing on the screen, the online help files and other parts of the Documentation;
- d) the Instrument has not been relocated from the original point of installation, the Instrument has not been relocated by anyone else than Company Certified Personnel.
- e) in case the Instrument needs to be relocated, the relocation process has to take place under the supervision of the Company, at the cost of the Customer, in order to assure a functional instrument after the relocation process;
- f) all Consumables (excl. reagents) used in or with the Instrument have been approved or supplied by the Company;
- g) in the event of extraordinary events (for example vibrations due to an earth quake, construction work blasting or similar occurrences) the Instrument has been calibrated by Company Certified Personnel after such event before further use of the Instrument;
- h) the relevant defect or malfunction does not arise from normal wear and tear.

- 7.2 The Company warrants that the Consumables sold by the Company under the Agreement, when delivered to the Customer, (i) are tested and approved by the Company, (ii) are free from defects in materials and workmanship and (iii) shall operate in accordance with the Documentation, however provided that:

- a) the Consumables are used only as authorized hereunder in the Instrument;
- b) the relevant defect or deficiency does not arise from normal wear and tear;
- c) the Consumables are received in a package with an unbroken seal;
- d) all operations have been performed within limits set by the Documentation.

The Warranty for the Instrument in Section 7.1 above, is valid during twelve (12) months from the latest of either (i) the date the Instrument was shipped to the Customer or (ii) the date when the Instrument was installed by Company Certified Personnel at the Installation Location. If an Instrument installation is delayed beyond two months after the shipment is received, the Company reserves the right to adjust the warranty date prior to installation.

If a purchase follows from a Trial (as defined in the Company's General Terms and Conditions for Trial and Rental), the warranty period shall be calculated from the date when the purchase was agreed between the Company and the Customer.

- 7.3 The Warranty for the Consumables in Section 7.2 above, is valid during the shelf-life period stated on the Product label, however for syringes and filters, not longer than ninety (90) days from delivery.
- 7.4 The Customer shall without undue delay, and at the latest within two (2) weeks from the expiry of the Warranty period above, notify the Company in writing of any defects which appears. For such damage or deficiency on the Products or the package that the Customer should have noticed at the delivery control, according to Section 3.6 above, notice shall be made within three (3) days from such delivery control. If the Customer does not notify the Company within the time limit above, the Customer loses its right to have the defect or deficiency remedied.

7.5 The Company's sole and exclusive liability under the warranty in Section 7.1 and 7.2 above shall be limited to correct or replace the Instrument or the Consumables (at the Company's expense) or, at the Company's option, refunding the price paid by the Customer subject to the Customer returning the defective Instrument or Consumables to the Company at the Company's expense or (if an abatement of the price is agreed with the Customer) refunding to the Customer the appropriate part of the price paid.

7.6 **THE EXPRESSED TERMS OF THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES AND THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, DIRECT, INDIRECT, BY ESTOPPEL, OR OTHERWISE, AND SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND ANY OTHER WARRANTIES PROVIDED FOR BY THE UNIFORM COMMERCIAL CODE, USAGE IN THE INDUSTRY, OR COURSE OF DEALING BETWEEN THE PARTIES, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. NO WARRANTIES ARE MADE BY ANY OF THE COMPANY'S LICENSORS OR SUPPLIERS. NO AGENT, REPRESENTATIVE OR EMPLOYEE OF THE COMPANY HAS ANY AUTHORITY TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF THE COMPANY**

8. Limitation of Liability

8.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE COMPANY IN RESPECT OF ALL CLAIMS BY OR DAMAGES, OF ANY NATURE, INCURRED BY THE CUSTOMER, REGARDLESS OF THE CAUSE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS, AS INDICATED IN THE QUOTATION OR THE TOTAL PURCHASE OF PRODUCTS WITHIN ONE (1) YEAR FROM THE LAST QUOTATION DATE, WHICHEVER IS GREATER.**

8.2 **. THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF INAPPROPRIATE, SUBSTITUTE, OR ALTERNATIVE, PRODUCTS, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF REVENUES, OR BUSINESS INTERRUPTION) HOWEVER CAUSED, RESULTING FROM, RELATED TO, OR ARISING OUT OF, THE SALE AND/OR USE OF THE PRODUCTS, REGARDLESS OF FORESEEABILITY AND NOTWITHSTANDING WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, BREACH OF WARRANTY, OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR OTHERWISE.**

8.3 The Company disclaims all responsibility or liability, whatsoever, for any use or misuse by the Customer of the Products and/or results generated by the Customer's use of the Products.

9. For Research Use Only; Reservation of Rights

9.1 The Company provides the Products for Research Use Only. The Customer will be solely responsible for obtaining any regulatory approval that may be required for the Customer's intended use of the Products.

9.2 The Products may only be used by Company on their own premises and for its own business.

9.3 Without limiting the foregoing, the Customer may not, unless prior permission is obtained in writing by the Company:

- a) reverse engineer or disassemble the Products, in whole or in part,
- b) modify, enhance or reuse a fully used CD, or any part thereof, or otherwise use parts, portions or elements of a CD,
- c) transfer, resell or convey the Instruments and Consumables to a third party,
- d) use the CDs on any other instrument than the Instrument,
- e) modify the software installation and the instrument connection by e.g. connecting the instrument to a LAN without going via the external computer, or
- f) copy the Software, except that one copy may be made for back-up purposes.

10. Indemnification

- 10.1 Customer shall indemnify and hold the Company, its affiliates, directors, officers and employees harmless from and against any and all loss, cost, damage and expense, including reasonable attorneys' fees (collectively, "Losses") suffered or incurred by the Company in connection with any claim, demand, action, suit or proceeding to the extent that such Loss arises out of: (i) Customer's use of the Products; (ii) Customer's continued use of any Product for which Customer has received notice that such Product is not fit for use; (iii) parts, accessories, attachments, software or other devices not furnished by the Company; (iv) Customer's use of Products that have been serviced by anyone other than the Company; (v) misuse, misapplication, abuse, accident or neglect of or to the Products; (vi) normal wear and tear of the Products; (vii) Customer's breach of the Agreement, or (viii) modification or alteration of the Products, to the extent such Losses are not a direct result of a defect in the Product or the Company's negligence in the design or manufacture of the Products.

11. Software and User License

- 11.1 The Customer agrees and acknowledges that he/she will be required to accept the installation of the software for the Instrument (including such additional software products defined in the installation packages) to be able to use the Product. The conditions for such installation software packages are stated in a separate Software End-User License Agreement, Appendix A. By signing such End User License Agreement, which is required to use the Products, the Customer will be granted a non-transferable, non-sub licensable license, for research purposes only. The Customer will further be able to enter into separate license agreements for use of the software not covered by the End-User License Agreement.

12. Intellectual property

- 12.1 The Company shall obtain and retain full and complete ownership to all technology, know-how, designs, drawings, technical documents, software programs or other documents in whatever medium or format as well as all industrial or intellectual property rights and Company Trademarks held by the Company. Nothing contained herein shall be construed as giving the Customer any ownership, license or other rights with respect to any industrial or intellectual property rights owned or controlled by the Company, and such industrial or intellectual property rights shall always remain the legal and absolute property of the Company.

13. Disputes

- 13.1 The application and interpretation of the Agreement shall be governed by the laws of Sweden, without regards its conflict of laws principles. The applicability of the Vienna Convention (CISG) shall be excluded. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Stockholm, Sweden, and the proceedings shall be conducted in English
- 13.2 Notwithstanding what is stated above in 13.1, if the Agreement is entered into by a Company that is established under US law (e.g. Gyros US Inc.), the following shall apply: The application and interpretation of the Agreement shall be governed by the laws of the State of New York, USA, without regards its conflict of laws principles. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be New York, NY, USA, and the proceedings shall be conducted in English. The costs of litigation, as well as the other party's reasonable attorney fees and expert witness fees shall be borne by the losing party

14. Miscellaneous

- 14.1 Should any of the terms contained in the Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.
- 14.2 The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 14.3 The obligations of either Party hereunder shall be excused or suspended to the extent performance is prevented or delayed by any future condition, which
- a) is beyond the reasonable control, and without the fault or negligence, of the Party affected thereby,
 - b) was not foreseeable by such Party at the time this Agreement was entered into, and

c) could not have been prevented by such Party taking reasonable steps.

14.4 Only those amendments and additions to the Agreement that are made in writing and signed by authorized representatives of the parties are valid.

Appendix A

Software End-User License Agreement

This End-User License Agreement applies to the software products Gyrolab® Control, Gyrolab® Evaluator and Gyrolab® Manager ("the Software").

IMPORTANT - PLEASE READ CAREFULLY

You ("End-User") are required to accept this license agreement ("the Agreement") before installing and using the software, including third party software installed using Gyrolab Installation Packages. The Software is licensed to End-User from either Gyros Protein Technologies AB, or either of its subsidiaries, Gyros US Inc. and Gyros Japan KK (collectively, "GPT"). Carefully read all of the terms and conditions of this Agreement before installing and using the Software. GPT licenses this software to End-User only upon the acceptance of all of the terms in this Agreement. If End-User does not agree with all of the terms and conditions of this Agreement and chooses not to install this Software, End-User may obtain a refund of the amount paid for this license by promptly returning to GPT no later than 14 days from End-User's receipt of the Software this Software and its packaging in unmodified form together with a written certification that the original Software has been returned and no copies or downloads have been made. No refunds will be given for products that are opened or if components are missing therefrom.

Software licence

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Scope of License

Subject to payment of any agreed fees, GPT grants End-User a non-exclusive, non-transferable, royalty-free license that permits unlimited number of users within End-User's immediate entity that may use the Software according to the terms hereof without regard to the number of computers on which the Software is installed.

RESTRICTIONS

End-User may not:

1. sublicense, rent, lease, give away, transfer, assign or sell the Software to any other individual or entity. End-User may not make the Software available in any manner to any third party for use in the third party's business operations
2. modify, translate, reverse engineer, de-compile, disassemble, modify, translate or create derivative works from the Software
3. attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software
4. attempt to derive the source code or the underlying ideas, algorithms, structure or organization from the Software (except to the extent that such activities may be allowed under applicable law).

5. publish any results of benchmarking of third party software included in GPT installation packages.
End-User must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

End-User is responsible for any breach of the license granted herein resulting from an act by its employees or any other person acting on behalf of End-User.

End-User may make a reasonable number of copies of the Documentation for the sole purpose of using the Software

NO WARRANTY AND DISCLAIMER

THE SOFTWARE IS PROVIDED TO END-USER ON AN "AS IS" "WHERE IS" BASIS WITHOUT WARRANTY AND END-USER'S USE THEREOF IS AT ITS OWN RISK. GPT DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND END-USER RELEASES AND WAIVES GPT OF, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND PURPOSE, NON- INFRINGEMENT, TITLE, OR ANY WARRANTY ARISING UNDER STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GPT DOES NOT WARRANT THAT THE SOFTWARE IS ACCURATE OR WILL MEET END-USER'S REQUIREMENTS, WILL OPERATE IN ANY COMBINATION THAT MAY BE SELECTED FOR USE BY END-USER OR IN COMBINATION WITH OTHER SOFTWARE, OR WILL OPERATE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, GPT DOES NOT WARRANT THAT ANY SOFTWARE ERRORS, DEFECTS OR INEFFICIENCIES WILL BE CORRECTED, NOR DOES GPT ASSUME ANY LIABILITY FOR FAILURE TO CORRECT ANY SUCH ERROR, DEFECT OR INEFFICIENCY. GPT MAKES NO WARRANTY, AND END-USER ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF ANY DATA AND THE RESULTS, CAPABILITIES, SUITABILITY, USE, NON-USE OR PERFORMANCE OF THE SOFTWARE. IN NO EVENT SHALL GPT BE LIABLE TO END-USER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE USE OR PERFORMANCE OF THE SOFTWARE.

Without limiting the foregoing, GPT will:

- a) correct, within a reasonable period of time, major failures (in GPT's determination) of the Software to perform substantially according to the functions described in the Documentation;
- b) correct major errors in the Documentation;
- c) replace any magnetic media which has proven defective in materials or workmanship within ninety (90) days from the date of purchase on an exchange basis without charge.

The foregoing are the sole and exclusive remedies for any breach of warranty. GPT is not responsible for any other liabilities of any nature, including without limitation, problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made or released after the release of the Software, nor for problems in the interaction of the Software with software not supplied and/or manufactured by GPT.

In no circumstances whatsoever shall GPT be liable for any loss or damage of any kind or nature to equipment, Gyrolab or its accessories resulting from or connected with the introduction of a computer virus into the End-User environment. No vendor or developer of the third-party components is obliged to give direct support to End-User.

LIMITATIONS OF LIABILITY AND THIRD-PARTY CLAIMS

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ADDENDUM HERETO OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, DAMAGE OR LOSS OR DESTRUCTION OF DATA OR LOSS OF USE OF THE PRODUCTS, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GPT HAVE ANY LIABILITY TO END-USER IN EXCESS OF THE AMOUNTS PAID BY END-USER TO GPT UNDER THIS AGREEMENT.

End-User shall give GPT prompt notice of any claim from a third party brought against End-User that the Software infringes a duly issued patent, copyright or other intellectual property right. GPT shall have the right, but not the obligation, to act on any such claim.

Oracle programs included herein, with exception to Oracle Instant Client, are subject to a restricted use license and can only be used in conjunction with this application.

MISCELLANEOUS

This Agreement is not assignable or transferable in whole or in part by End-User. No alteration or amendment to this Agreement shall be valid unless such alteration or amendment is made in writing and signed by GPT and End-User. This Agreement contains the entire understanding between GPT and End-User on its subject matter, and supersedes and replaces any other Agreements or understandings, whether written or oral, which may exist or have existed between GPT and End-User on the subject matter hereof. Except as provided below, (a) this Agreement shall be governed by and construed in accordance with the laws of Sweden, without regards its conflict of laws principles, (b) all disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules, and (c) the seat of arbitration shall be Stockholm, Sweden, and the proceedings shall be conducted in English. Notwithstanding the foregoing, if Gyros, Inc. is the licensor, (d) this Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflict of laws principles, (e) all disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules, and (f) the seat of arbitration shall be New York, NY, USA, and the proceedings shall be conducted in English. The costs of litigation and arbitration, as well as the other party's reasonable attorney fees and expert witness fees, shall be borne by the losing party.

Copyright information, Third Party Software Notices and/or Additional Terms and Conditions for licensed third party software components is available, in accordance with their respective license, by contacting Gyros Protein Technologies (www.gyrosproteintechnologies.com), or in the About box in Gyrolab Control, Gyrolab Manager and Gyrolab Evaluator software.

Gyros Protein Technologies AB
Kungsängstull 4
SE-753 19 Uppsala, Sweden

By using Gyrolab Control/Manager/Evaluator software you acknowledge and agree that you have had the opportunity to read third party beneficiaries Agreement, have understood it, and confirm that you will be bound by each of the terms and conditions.

Appendix B

Oracle Terms and Conditions Third Party Beneficiaries

Oracle Managed Data Access

Throughout this section "Programs" refers to the Oracle Managed Data Access component.

"Oracle" refers to Oracle America, Inc. "You" and "Your" refers to (a) a company or organization (each an "Entity") accessing the Programs, if use of the Programs will be on behalf of such Entity; or (b) an individual accessing the Programs, if use of the Programs will not be on behalf of an Entity. "Contractors" refers to Your agents and contractors (including, without limitation, outsourcers). "Program(s)" refers to Oracle software provided by Oracle pursuant to this Agreement and any updates, error corrections, and/or Program Documentation provided by Oracle. "Program Documentation" refers to Program user manuals and Program installation manuals, if any. If available, Program Documentation may be delivered with the Programs and/or may be accessed from <http://docs.oracle.com/en/>. "Associated Product" refers to the Oracle product(s), if any, and as identified in the Programs documentation or on the Programs download site, with which the Programs are intended to enable or enhance interoperability with Your application(s). "Separate Terms" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology. "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

License Rights and Restrictions

You may make copies of the Programs to the extent reasonably necessary to exercise the license rights granted in this Agreement. You may make one copy of the Programs for backup purposes.

Further, You may not:

remove or modify any Program markings or any notice of Oracle's or a licensor's proprietary rights;

use the Programs to provide third party training unless Oracle expressly authorizes such use on the Program's download page;

assign this Agreement or distribute, give, or transfer the Programs or an interest in them to any third party, except as expressly permitted in this Agreement (the foregoing shall not be construed to limit the rights You may otherwise have with respect to Separately Licensed Third Party Technology);

cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs; and

disclose results of any Program benchmark tests without Oracle's prior consent.

The Programs may contain source code that, unless expressly licensed in this Agreement for other purposes (for example, licensed under an open source license), is provided solely for reference purposes pursuant to the terms of this Agreement and may not be modified.

All rights not expressly granted in this Agreement are reserved by Oracle. If You want to use the Programs or Your application for any purpose other than as expressly permitted under this Agreement, You must obtain from Oracle or an Oracle reseller a valid Programs license under a separate agreement permitting such use. However, You acknowledge that the Programs may not be intended for production use and/or Oracle may not make a version of the Programs available for production or other purposes; any development or other work You undertake with the Programs is at Your sole risk.

Programs Redistribution

As an end user you may not distribute Programs and Programs Documentation to any third parties

Ownership

Oracle or its licensors retain all ownership and intellectual property rights to the Programs.

Third-Party Technology

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