

BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "EVALUATOR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE.

You may not access the Software if You are Our direct competitor, except with Our prior written consent. In addition, You may not use the Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

PPMS EVALUATION ACCESS AGREEMENT

THIS EVALUATION ACCESS AGREEMENT (together with its Appendix, the "AGREEMENT") is effective as of TODAY (the "EFFECTIVE DATE") by and between Stratocore S.A.S, having an office at 19 bis av Pasteur 28130 Saint Piat FRANCE ("STRATOCORE"), and ("EVALUATOR"). STRATOCORE and EVALUATOR will be commonly referred to as "PARTIES".

- 1. Background.** STRATOCORE sells, markets and develops laboratory management software under the product name PPMS and has accumulated expertise in this field ("STRATOCORE INFORMATION"). EVALUATOR operates laboratories and has expertise in this field ("EVALUATOR INFORMATION"), and envisages to use PPMS for managing them. STRATOCORE INFORMATION and EVALUATOR INFORMATION will be commonly referred to as "INFORMATION" in the following.

The PARTIES intend to evaluate the applicability and suitability of PPMS to quantify its performance when used in the laboratories of EVALUATOR ("EVALUATION"), wherein such use would be covered by a separate follow-up agreement for access to PPMS under commercial terms (hereinafter the "PURPOSE OF THIS AGREEMENT")

The PARTIES enter into this AGREEMENT for the PURPOSE OF THIS AGREEMENT, and to set forth the conditions under which the EVALUATION shall be conducted.

- 2. Confidentiality.** STRATOCORE and EVALUATOR each consider their INFORMATION to be their confidential and proprietary property. INFORMATION shall include, but not be limited to, the existence and the content of this AGREEMENT, any and all information relating to PPMS (e.g. software architecture and features, screen design), business and technical information, scientific and experimental data, patents, and patent applications, licenses, marketing plans and forecasts, timelines, pricing and cost information, and certain financial and other related data. Each party is willing to disclose and each receiving party is willing to receive such INFORMATION subject to the following terms and conditions: STRATOCORE and EVALUATOR shall each hold the INFORMATION disclosed to it in confidence and shall use utmost care to prevent any unauthorized use or disclosure of such INFORMATION. The PARTIES shall not, without the prior written consent of the disclosing party, make use of the INFORMATION disclosed to it other than for the PURPOSE OF THIS AGREEMENT or disclose the other party's INFORMATION to any person or party. However, the PARTIES



shall be allowed to disclose the disclosing party's INFORMATION to such of its officers and employees, who have been made aware that the INFORMATION is confidential and are bound to treat it as such and to whom disclosure is necessary for the PURPOSE OF THIS AGREEMENT. The confidentiality and non-use obligations shall not apply to INFORMATION the receiving party has reasonable written proof (i) at the time of disclosure is in the public domain, or (ii) after its disclosure, becomes part of the public domain by publication or otherwise, except in breach of this provision, or (iii) the receiving party can establish by reasonable proof was in its possession at the time of disclosure, or (iv) the receiving party shall receive from a third party, provided however that the third party has the right to disclose the INFORMATION to the receiving party, or (v) is required by law to be disclosed.

If a receiving party becomes legally required to disclose any INFORMATION, the receiving party will give the disclosing party prompt notice of such fact, so the disclosing party may obtain a protective order or other appropriate remedy concerning any such disclosure and/or waive compliance with the nondisclosure provisions of this clause. The receiving party will fully co-operate with the disclosing party in connection with the disclosing party's efforts to obtain any such order or other remedy. If any such order or other remedy does not fully preclude disclosure, or the disclosing party waives such compliance, the receiving party will make such disclosure, only to the extent such disclosure is legally required, and will use its best efforts to have confidential treatment accorded to the disclosed INFORMATION.

All INFORMATION shall be supplied in written or other tangible form, including but not limited to PPMS access and use through the internet, electronic, magnetic, or optical form, or in the form of drawings, marked as being confidential and as being disclosed under this AGREEMENT. INFORMATION disclosed verbally which the disclosing party believes to be confidential, shall be summarized in writing by the disclosing party and designated by the disclosing party as being confidential within 3 (three) weeks after such verbal disclosure to the receiving party. If, by mistake, the INFORMATION is not marked as confidential or if disclosed verbally, is not sent summarized in writing by the disclosing party then the INFORMATION shall still be considered to be confidential and be treated by the receiving party as such INFORMATION. As soon as the mistake is discovered such INFORMATION shall be marked confidential by the disclosing party or be summarized in writing as the case may be.

The confidentiality and non-use obligations set forth in this section 2 shall expire 5 (five) years from the EFFECTIVE DATE.

- 3. The Evaluation.** STRATOCORE will use reasonable efforts to provide access to PPMS to EVALUATOR by means of an internet connection. EVALUATOR acknowledges PPMS configured for access by EVALUATOR are and shall remain the exclusive property of STRATOCORE. The EVALUATION will be conducted solely by EVALUATOR at her facilities. EVALUATOR will use access to PPMS solely for the purpose of conducting the EVALUATION. In particular, EVALUATOR will not attempt to reverse engineer PPMS. Access to PPMS is provided for evaluation purpose only and will not be used for any other purpose.
- 4. No Implicit License.** PPMS remains exclusive property of STRATOCORE. Access to PPMS and the transfer of INFORMATION for the PURPOSE OF THIS AGREEMENT shall not in itself constitute any grant, or license to EVALUATOR or other parties, under any patent, trade secret, copyright or other rights now or hereinafter held by STRATOCORE other than the temporary, nonexclusive, nontransferable license to access and use PPMS and the

INFORMATION for the PURPOSE OF THIS AGREEMENT and during the term of this AGREEMENT. For the avoidance of doubt, any license for EVALUATOR to access and use PPMS under this AGREEMENT shall cease at the date of termination of this AGREEMENT as defined in section 7.

- 5. No Warranty.** Access to PPMS and the INFORMATION are provided by STRATOCORE to - EVALUATOR, respectively, as-is and without warranty of title or fitness for a particular purpose.
- 6. Liability.** Any liability of STRATOCORE - under any cause or action arising under the Agreement - shall be strictly limited to direct damages suffered by the EVALUATOR. In no event STRATOCORE shall be held liable for indirect, incidental or consequential damages suffered by EVALUATOR. In any event, any claim for damages against STRATOCORE arising in connection with the Agreement, will be time-barred twelve (12) months after the first occurrence of the incident that generated the claim.
- 7. Evaluation Period and Report.** The EVALUATION shall be conducted within a period of three (3) months from the EFFECTIVE DATE of this AGREEMENT (the "EVALUATION PERIOD"). During this EVALUATION PERIOD, EVALUATOR will provide with a report summarizing the results to STRATOCORE (the "REPORT"). The REPORT shall be kept confidential by all PARTIES in accordance with this Agreement. EVALUATOR will use the results contained in the REPORT for the PURPOSE OF THIS AGREEMENT. The EVALUATION and the EVALUATION PERIOD can be extended by written agreement of the parties.
- 8. Completion and Termination.** Each party may terminate this AGREEMENT on thirty (30) days prior written notice to the other parties. Any confidential PPMS documentation remaining in the possession of EVALUATOR upon completion of the EVALUATION PERIOD or early termination of the AGREEMENT, whichever is earlier, and in the absence of any further agreement between the parties will be destroyed or, at the request of STRATOCORE, returned to STRATOCORE and all of EVALUATOR rights to access PPMS shall end. Subject to Section 6, upon completion of the EVALUATION PERIOD or early termination, whichever is earlier, and in the absence of any further agreement between the parties, the Parties shall cease all use and make no further use of the INFORMATION disclosed to it and shall, upon written request from the disclosing party, promptly return to the other party all of the INFORMATION which is in tangible form, except that each party shall be permitted to retain one copy of the other party's INFORMATION in its legal department so that any continuing obligations may be determined.
- 9. Assignment.** This AGREEMENT may not be assigned or transferred by any party without the prior written consent of the other party.
- 10. Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of France.
- 11. Amendment.** This AGREEMENT may not be altered, amended, or modified, in whole or in part, except by an agreement in writing signed by both parties.
- 12. Severability.** This AGREEMENT is divisible and separable so that if any provision or provisions hereof is held to be invalid, such holding shall not impair the remaining provisions



hereof. If any provision hereof is held to be too broad to be enforced, such provision shall be construed to create an obligation to the full extent allowable by law.

This AGREEMENT may be executed simultaneously in two counterparts each of which shall for all purposes be deemed as an original and all of which shall constitute one and the same instrument.

Appendix A: The EVALUATION

PPMS Configuration

STRATOCORE provides EVALUATOR access to PPMS in a Software as a Service configuration for 1 core facility with 10 instruments or systems.

EVALUATION

EVALUATOR will use PPMS evaluation and use it at least the following features:

- Setting up users
- Setting up equipment