

BIOSILICO™ END USER LICENCE AGREEMENT

IMPORTANT – READ CAREFULLY! This is an End-User Licence Agreement (“EULA”) between YOU, the person or business purchasing this product (“YOU”), and BioSilico Limited (“SOFTWARE LICENSOR”) for the software product identified above, which includes computer software and may include associated media, printed materials, and “online” electronic documentation (“SOFTWARE PRODUCT”). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to YOU by SOFTWARE LICENSOR. By breaking the seal of the CD jewel case containing the SOFTWARE PRODUCT or by installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, YOU agree to be bound by the terms of this EULA. If YOU do not agree to the terms of this EULA, do not break the seal of the CD jewel case, install or use the SOFTWARE PRODUCT; YOU may, however return it to YOUR place of purchase within twenty (20) days of purchase for a full refund.

1. **Copyright Protection.** The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. All rights not specifically granted in this EULA are reserved to SOFTWARE LICENSOR and its licensor(s).

2. **Grant of License.** SOFTWARE LICENSOR grants YOU the following rights depending on the type of license as set forth on the LICENCE CERTIFICATE that accompanies the SOFTWARE PRODUCT and is clearly marked as “Spark-Space LICENCE CERTIFICATE” (“LICENCE CERTIFICATE”).
 - Single-User licence. If the LICENCE CERTIFICATE specifies a single-user licence (“Single User Licence”) YOU may install and use one copy of the SOFTWARE PRODUCT on a single computer, including workstation, terminal or other digital electronic device (“COMPUTER”).
 - Storage / Network use. YOU may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on YOUR other computers over an internal network; however, YOU must acquire and dedicate a licence for each separate COMPUTER on or from which the SOFTWARE PRODUCT is installed, used, accessed, displayed or run. a licence for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS.
 - Multi-User licence. If the LICENCE CERTIFICATE specifies a multi-user licence (“Multi-User Licence”) YOU may install and use the SOFTWARE PRODUCT on as many COMPUTERS as specified by the LICENCE CERTIFICATE.
 - Special licence. If the LICENCE CERTIFICATE specifies a special licence (“Special”) YOU may install and use the SOFTWARE PRODUCT only as described by the special LICENCE AGREEMENT attached as an addendum to the hard copy of the EULA.

3. **Limitations.**
 - a. YOU may not reverse engineer, de-compile, disassemble, or otherwise alter the Software, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation.
 - b. YOU may not install the Software on a central computer server or any other device allowing access by multiple individual computer workstations. YOU may not install this Software on more than one computer or workstation.
 - c. YOU may not transfer, sublicense, assign, time-share, lend, lease, or rent the SOFTWARE PRODUCT, and YOU may not sublicense, rent, lease, or lend the SOFTWARE PRODUCT or otherwise allow any third party to access the SOFTWARE PRODUCT. YOU agree

to use reasonable efforts to protect the SOFTWARE PRODUCT from unauthorized use, reproduction, distribution or publication.

d. YOU may not remove any proprietary notices, labels, or marks from the SOFTWARE PRODUCT. If YOU copy any SOFTWARE PRODUCT as permitted by this licence, YOU must include all proprietary notices, including copyright and trademark notices.

4. **Limited Warranty and Remedy.** SOFTWARE LICENSOR warrants that for a period of ninety (90) days from the date of sale of the SOFTWARE PRODUCT to YOU, the media on which the SOFTWARE PRODUCT is furnished will, under normal use, be free from defects in materials and workmanship. SOFTWARE LICENSOR'S entire liability and YOUR exclusive remedy under this warranty (which is subject to YOU returning the Software to SOFTWARE LICENSOR within ninety (90) days from the date of sale) will be, at SOFTWARE LICENSOR'S option, to replace the media or to refund the purchase price and terminate this EULA.

5. **NO OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES ABOVE, SOFTWARE LICENSOR MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SOFTWARE LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE LICENSOR DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

6. **LIMITATION OF LIABILITY.** SOFTWARE LICENSOR'S LIABILITY, AS WELL AS ANY LIABILITY OF SOFTWARE LICENSOR'S SUPPLIERS, LICENSORS, OR AGENTS, ARISING OUT OF THIS EULA AND / OR YOUR USE OF THE SOFTWARE PRODUCT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO OBTAIN THE SOFTWARE PRODUCT. IN NO EVENT WILL SOFTWARE LICENSOR, ITS SUPPLIERS, LICENSORS OR AGENTS BE LIABLE FOR ANY LOSS OF DATA, LOST OPPORTUNITY OR PROFITS, COST OF COVER, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOFTWARE PRODUCT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THESE LIMITATIONS WILL APPLY EVEN IF SOFTWARE LICENSOR OR AN AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT THE AMOUNT PAID FOR THE PRODUCT REFLECTS THIS ALLOCATION OF RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. **Termination.** This EULA is effective until terminated. YOU may terminate this EULA at any time by removing from YOUR system and destroying all copies of the SOFTWARE PRODUCT. Unauthorized copying, use, or distribution of the Software or Software Materials or otherwise failing to comply with the terms and conditions of this EULA will result in automatic termination of this EULA and will make available to SOFTWARE LICENSOR other legal remedies. Upon termination of this EULA, the license granted herein will terminate and YOU must immediately destroy and de-install the Software and Software Materials, and provide a

signed, written, certification to SOFTWARE LICENSOR of such destruction and de-installation satisfactory to SOFTWARE LICENSOR in its sole discretion.

- 8. Export / Compliance with Laws.** YOU agree to comply fully with all relevant export laws and regulations of the United States and Canada (“Export Laws”) to assure that neither the SOFTWARE PRODUCT, nor any part thereof, are (a) exported, directly or indirectly, in violation of Export Laws, or (b) are intended to be used for any purposes prohibited by Export laws.
- 9. Government Entities.** YOUR rights in the SOFTWARE PRODUCT are strictly limited to rights specifically granted in Paragraph 2 of this EULA. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software or Materials, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government and is subject to restrictions as provided in DFARS §227.7202-1(a) and §227.7202-3(a) (1995), DFARS §252.227-7013(c)(1)(ii) (OCT 1988), FAR §12.212(a) (1995), FAR §52.227-19 (June 1987), or FAR §52.227-14 (ALT III) (June 1987), as applicable.
- 10. Taxes.** Any and all sales, use and other taxes or duties of any kind, other than corporate income taxes payable by SOFTWARE LICENSOR based on or due as a result of any amounts paid to SOFTWARE LICENSOR under this EULA shall be paid by YOU.
- 11. Verification.** At SOFTWARE LICENSOR’S written request, YOU shall provide SOFTWARE LICENSOR with a signed statement verifying that the SOFTWARE PRODUCT are being used pursuant to the provisions of this EULA, and listing the number of Seats on which the Software is installed. SOFTWARE LICENSOR may, at its sole cost and expense, audit, or retain a third party to audit, YOUR use of the SOFTWARE PRODUCT under this EULA. SOFTWARE LICENSOR shall provide YOU with at least ten (10) business day advance notice of an audit. Any such audit shall be conducted during regular business hours at YOUR facilities and shall not unreasonably interfere with YOUR business activities. If an audit reveals that YOU have underpaid fees and / or charges to SOFTWARE LICENSOR, YOU shall be invoiced for such underpaid fees based on the then current prices in effect at the time the audit is completed. If the underpaid fees exceed 5% of the fees paid, then YOU shall also pay SOFTWARE LICENSOR’S reasonable costs of conducting the audit.
- 12. Miscellaneous.** This is the entire EULA between the parties relating to the subject matter hereof and no waiver or modification of the EULA shall be valid unless signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this EULA shall remain in full force and effect. SOFTWARE LICENSOR may assign this EULA. YOU may not assign this EULA. This EULA is governed by the laws of the State of New York without reference to conflict of laws principles. All disputes arising out of this EULA shall be subject to the exclusive jurisdiction of the state and federal courts located in the Southern District of New York, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. If YOU desire to contact SOFTWARE LICENSOR, write to: BioSilico Limited, 105 Whalley Road, Clitheroe, BB7 1HW, United Kingdom.