# Services Agreement (Terms & Conditions) Lemur Platform Service

G-Cloud 13 Framework
Cloud Software Services

Document Reference:    BD G13 LEM 001

Version Number:        1.0

Date:                  May 2022

**LEMUR Service Subscription Agreement (direct)**

This Agreement (the "**Agreement**"), effective this _____ day of _____, 20__ is between _____ ("**Customer**") having an office at: <ADDRESS LINE 1>, <ADDRESS LINE 2>, and Critigen UK Limited, ("**Critigen**"), having an office at One Fleet Place, Farringdon, London, EC4M 7WS, for services to be performed as described herein.

## 1. OVERVIEW

1.1 Critigen will provide Customer with access to LEMUR ("**LEMUR**") and related maintenance and support ("**Support Services**") as defined in one or more order forms executed by both parties (each, an "**Order Form**").

1.2 This Agreement consists of this document and any attachments.

## 2. DEFINITIONS

2.1 "**Customer Data**" means any data, information or other materials owned by Customer and uploaded or copied to the Hosted Services or otherwise explicitly transferred to Critigen through use of LEMUR Software, Support Services or Hosted Services.

2.2 "**Documentation**" means all printed and digital materials received or accessed by Customer in conjunction with or support of the licensed Critigen product, including but not limited to, all user reference materials, help files, training materials or any other proprietary technical information.

2.3 "**Hosted Services**" means a hosted version of LEMUR that Critigen or a Reseller makes available for Customer to access remotely, including any mobile application Software provided by Critigen to enable Users to access the Hosted Services.

2.4 "**NDA**" means the nondisclosure agreement executed by Critigen and Customer.

2.5 "**On-premise**" means installation of LEMUR Software on infrastructure other than that owned, contracted, or controlled by Critigen.

2.6 "**Perpetual License**" means a one-time purchase of Software licenses, with recurring annual Support Services fees.

2.7 "**Subscription License**" means a per-User access grant provided on a recurring basis.

2.8 "**Software**" means all or any portion of Critigen's licensed products, LEMUR system software technology, computer software code, components, or programs delivered or received on any media in any format, including digital files accessed or downloaded from an authorized Critigen web site, app store, or other authorized source, and including all copies, backups, upgrades, updates, patches or fixes supplied under this Agreement.

2.9 "**Third Party Software and Hardware**" means any software or hardware that is not explicitly approved by Critigen for use with the Software provided for use with this Agreement.

2.10 "**User**" means a designated individual using or accessing LEMUR.

## 3. GRANT OF LICENSE

3.1 On-Premise. If Customer is using LEMUR on-premise Software, Critigen grants to Customer a personal, nonexclusive, nontransferable license solely to use the type and number of copies of Software listed on the Order Form for Customer's own internal use as a centrally hosted software solution that allows Customer to configure, modify, query, alarm, manage, extract and retain data from the use of the Software.

3.2 Hosted Services. If Customer is using LEMUR as Hosted Services, Critigen grants to Customer a personal, nonexclusive, nontransferable license to allow the number of Users listed on an Order Form to access the Hosted Services remotely via

their computers or mobile devices for Customer's own internal use to configure, modify, query, alarm, manage, extract and retain data.

3.3 <u>Access Limitations</u>. Unless otherwise specified herein, (i) the LEMUR Hosted Services or on-premise Software may be accessed by no more than the specified number of Users, (ii) for the LEMUR Hosted Services, additional Users may be added during the applicable Subscription License term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the subscription term in effect at the time the additional Users are added (no pro-ration for perpetual-term subscriptions), and (iii) for the LEMUR Hosted Services, the added Users shall terminate on the same date as the pre-existing Subscription License term. User log-ins cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Hosted Services.

3.4 <u>Documentation</u>. Critigen grants to Customer a personal, nonexclusive, nontransferable license to use the Documentation for internal, non-commercial reference purposes only.

3.5 <u>Support Services</u>. Customer's rights to use Support Services are as set forth in the LEMUR Service Standards Terms set forth in Attachment 2.

3.6 <u>Professional Services</u>. If Customer is purchasing any professional services ("**Professional Services**"), Customer's rights to use such Professional Services are as set forth in a separate statement of work between the parties.

3.7 <u>Rights Reserved</u>. Critigen reserves all rights not expressly granted to Customer hereunder. Critigen owns the title, copyright, and other intellectual property rights in LEMUR, the Support Services, Professional Services, Documentation, and other materials provided by Critigen. LEMUR, the Support Services, Professional Services, and Documentation are licensed, not sold.

4. **SCOPE OF USE**

4.1 <u>Restrictions</u>. Customer may not:

   4.1.1. Sell, rent, lease, sublicense, lend, assign, host or otherwise time-share LEMUR. Customer shall not act as a service bureau or commercial application services provider (ASP) that allows third-party access to LEMUR, except contractors engaged by Customer for completion of Customer's business tasks, without obtaining a separate hosting license from Critigen in accordance with the Critigen Services Providers License Agreement (SPLA).

   4.1.2. Redistribute LEMUR Software to unauthorized third parties, in whole or in part, including, but not limited to, the LEMUR data structure, tables, extensions, components, or executables, app packages, or integrations without the prior written approval of Critigen.

   4.1.3. Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on LEMUR or the Documentation.

   4.1.4. Separate, detach or un-bundle individual or component parts of LEMUR for independent use.

   4.1.5. Circumvent, or to the maximum extent permitted by applicable law attempt to circumvent, the technological measure(s) that control access to, log, or otherwise measure LEMUR activity.

   4.1.6. Redistribute LEMUR Software registration keys, license authorization file(s), developer license file(s), User log-ins, or other proprietary or confidential information to unauthorized third parties.

   4.1.7. Access LEMUR in order to (a) build a competitive product or service, (b) copy any features, functions or graphics of LEMUR, or (c) perform any benchmarking activities (unless such benchmarking activities are expressly approved in writing by Critigen and the results of such activities are not released without Critigen's prior written consent).

4.1.8. Remove, obscure, or omit any Critigen or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or LEMUR or the Documentation.

4.1.9. Use LEMUR to store, transfer or exchange any data or content where such activity is prohibited by intellectual property laws or any other applicable laws.

4.1.10. Use LEMUR in a network or multiple User system or by more than one user at a time, unless Customer has paid for and obtained separate license or access rights for each user.

4.1.11. Install the Software on any hardware not explicitly approved by Critigen to host the software. This includes any and all devices that may interact with installed Software on hardware including permanent and removable displays, drives, servers, peripherals and any devices that communicates with or interacts with the installed Software.

4.2 <u>Customer Data</u>. Customer grants Critigen a non-exclusive license to process, store, transmit, and display Customer Data solely in connection with Customer's use of LEMUR. Subject to the limited rights granted by Customer hereunder, Critigen acquires no right, title or interest from Customer or Customer licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.

4.3 <u>Suggestions</u>. Customer grants Critigen a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into Critigen products and services any suggestions, enhancement requests, recommendations or other feedback provided to Critigen by Customer, its employees, contractors or other involved third parties relating to LEMUR, the Support Services, the Professional Services, or any Documentation or other materials provided by Critigen.

4.4 <u>Product Usage Data</u>. In connection with the operation of LEMUR, Critigen collects and receives data with regard to usage of LEMUR and may use such data in accordance with Critigen's Privacy Policy, which includes, but is not limited to, (i) using such data for Critigen's internal business purposes, (ii) disclosing such data to third parties in connection with the operation of LEMUR, (iii) disclosing such data as required by law or legal process, (iv) using and disclosing such data when it is not specifically identifiable to Customer, and (v) monitoring Customer's compliance with the terms of this Agreement. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCT MAY CONNECT TO THE INTERNET AND CRITIGEN'S SYSTEMS TO REPORT INFORMATION TO CRITIGEN THAT ENABLES CRITIGEN TO CONFIRM COMPLIANCE WITH THIS AGREEMENT AND COLLECT PRODUCT USAGE DATA AS SET FORTH IN THIS AGREEMENT AND THE CRITIGEN PRIVACY POLICY.

4.5 <u>Support Services for Perpetual Licenses</u>. If Customer purchases a Perpetual License, Customer must pay the annual Support Services fee to receive Support Services and related Software updates, patches and fixes. If Customer ceases purchasing Support Services at any time and wishes to resume Support Services at a later date, Customer must pay the then-current annual Support Services fee plus an amount equal to the aggregate Support Services fee that would have been payable Software during the period of lapse.

**5. TERM AND TERMINATION**

5.1 <u>Term; Termination</u>. This Agreement starts upon execution and shall continue until: (i) expiration of all Order Forms executed under this Agreement, (ii) either party hereto terminates the license for a material breach that (if able to be cured) is not cured within ten (10) days of written notice to the other party, (iii) immediately for incurable breach, including breaches of confidentiality or Customer's violation of Critigen's proprietary rights, or (iv) a party becomes insolvent, ceases to pay its debts as they come due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other applicable law relating to insolvency or the protection of rights of creditors. When this Agreement terminates or expires, Customer's rights to use LEMUR under this Agreement will automatically terminate.

5.2 <u>Subscription License Term</u>. If Customer purchased a Subscription License, Customer's Subscription License term commences on the start date specified on the Order Form and continues for the Subscription License term specified in the Order Form. Except as otherwise specified herein, all Subscription Licenses shall automatically renew for additional periods equal to the initial Subscription License term, unless either party gives the other notice of non-renewal at least 30 days before the end

of the relevant Subscription License term. The pricing during any such renewal term shall be the same as that during the prior term unless Critigen has given Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior Subscription License term, unless the pricing in such prior Subscription License term was designated as promotional or one-time.

5.3 Perpetual License. If Customer purchased a Perpetual License, Customer's license commences on the start date specified on the Order Form and continues for the term specified in the Order Form or, if no term is specified, until termination of this Agreement by either party pursuant to Section 5.1. The license will automatically expire at the end of the term, unless the parties agree to extend the term.

5.4 Effect of Termination. Upon termination of this Agreement or any Order Form, Customer shall immediately stop using any Hosted Services and /or uninstall, remove, and return all Software, Documentation, and Confidential Information, and any copies thereof, received under this Agreement. If directed by Critigen, Customer shall destroy such materials identified by Critigen and deliver certification of such actions to Critigen. Sections 3.6, 4.3, 4.4, 5.4, 5.5, 6.5, and 7 through 11 shall survive termination.

5.5 Return of Customer Data. Upon request by Customer made within 30 days after the effective date of termination Subscription License, Critigen will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Critigen shall have no obligation to maintain or provide any of Customer Data and may thereafter, unless legally prohibited, delete all of Customer Data in Critigen systems or otherwise in Critigen possession or under Critigen control.

6. **LIMITED WARRANTY**

6.1 Software Warranty. If Customer purchased a Software license, Critigen warrants to Customer that, during the 90 days following delivery of the Software ("**Warranty Period**"): (i) the unmodified Software will perform substantially in accordance with the accompanying materials, and (ii) media on which the Software is recorded is free from defects in materials and workmanship under normal use and service from the date of the download of the Software or delivery.

6.2 Hosted Services Warranty. If Customer purchased User access rights to the Hosted Services, Critigen warrants to Customer that, during Warranty Period the Hosted Services will perform substantially in accordance with the accompanying materials.

6.3 Remedies. Customer's exclusive remedy and Critigen's entire liability for breach of the warranties listed in this Section 6 shall be limited at Critigen's sole discretion to: (i) replacement of any defective media; (ii) repair, correction, or assistance with a workaround for Software or Hosted Services, or (iii) return of the fees paid for Software or Hosted Services that do not comply with the warranty listed in this Section 6, provided that Customer uninstalls, removes and returns or destroys all copies of such Software.

6.4 Limitations. The warranty set forth in this Section 6 is void if failure of has resulted from accident, abuse, improper or abnormal use, unauthorized use, unauthorized or disallowed modifications to LEMUR, a virus not introduced by LEMUR, use of unsupported or conflicting Third Party Software or Hardware, or any activity that violates this Agreement. In such events, Critigen shall have no responsibility or liability for any warranty failures. Further, the warranty does not apply to any defect(s) discovered after the Warranty Period. Any supplements or updates to LEMUR, including without limitation any material provided to Customer after expiration of the Warranty Period, are not covered by any warranty or condition, express, implied or statutory.

6.5 Warranty Limitations. Except for the limited warranty and to the maximum extent permitted by applicable law, Critigen provides LEMUR, the Documentation, the Support Services and Professional Services as is and with all faults, and Critigen hereby disclaims any other express, implied, or statutory warranty or other obligation whatsoever, if any, created by any advertising, documentation, information, advice, or other communications, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Critigen does not warrant and hereby disclaims that LEMUR, the Support Services, the Professional Services or Documentation will meet Customer's needs; that Customer's use of the Software or Hosted Services will be uninterrupted, error-free, fault-tolerant, or fail-safe; or that all nonconformities

can or will be corrected. Critigen does not warrant that any web-based system will have full functionality and furthermore note that uptime may be less than 100%.

If an implied warranty or condition is created by Customer's state or jurisdiction and federal, state or provincial law prohibits disclaimer of it, Customer may also have an implied warranty or condition, but only as to defects discovered during the Warranty Period.

**7. INDEMNITY**

7.1 <u>Infringement Indemnity</u>. Critigen shall defend, indemnify, and hold harmless Customer from and against any claims, actions, or demands by a third party against Customer alleging that the use of LEMUR by Customer in accordance with this Agreement infringes a valid patent or copyright of that third party which is enforceable in the United States. Critigen's responsibility under this section requires that: (i) Customer promptly notifies Critigen in writing of the claim; (ii) Customer immediately provides Critigen with all related information and documents describing or otherwise associated with the allegations of infringement; (iii) Critigen has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and (iv) Customer fully cooperates with Critigen in the defense of the claim.

7.2 <u>Limitations</u>. Critigen shall have no obligation to defend Customer or to pay any costs, damages or attorney's fees for any claims or demands alleging direct or contributory infringement by LEMUR due to: (i) the combination of or integration with a product, process, or system not supplied by Critigen or to the extent such claim is based on modifications to the Software requested by Customer; (ii) material alteration of the Software by anyone other than Critigen; (iii) use of Software after Customer has been notified of alleged infringement; or (iv) use of Software after expiration or termination of license. In no event shall the indemnification set forth in this Agreement apply to any demonstration, evaluation or testing software, samples, hot fixes, or beta releases of LEMUR.

7.3 <u>Remedies</u>. If LEMUR is found by a court of competent jurisdiction to infringe a patent, copyright, or trademark, or Critigen determines that an infringement may have occurred, Critigen may, in its sole discretion; (i) obtain rights for Customer to continue using LEMUR; (ii) modify the allegedly infringing elements of LEMUR so as to be non-infringing while maintaining substantially similar functionality; or (iii) terminate this license and refund the license fees paid by Customer for LEMUR based on the pro rata amount of the license fee if the license is for a specific term, or based on a three-year amortization if the license is perpetual.

7.4 <u>Exclusive Remedy</u>. The foregoing indemnity states the exclusive remedy of Customer and the entire obligation of Critigen with respect to infringement or alleged infringement of intellectual property rights of any kind of any third party.

7.5 <u>Additional Indemnity</u>. Each party agrees to indemnify and hold harmless the other, its employees, officers, affiliates and subcontractors from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence of that party, their employees, affiliated corporations, and subcontractors in connection with Services performed under this Agreement. The indemnifying party's responsibility under this section requires that: (i) the party seeking indemnity promptly notifies the indemnifying party in writing of the claim; (ii) the indemnified party immediately provides the indemnifying party with all related information and documents describing or otherwise associated with the allegations of infringement; (iii) the indemnifying party has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and (iv) the indemnified party fully cooperates with the indemnifying party in the defense of the claim.

**8. LIMITATION OF DAMAGES AND LIABILITY**

8.1 <u>Exclusion of Consequential and Related Damages</u>. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES IN CONTRACT, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8.2  <u>Limitation of Liability</u>. Except for Critigen's responsibilities for infringement indemnity under Section 7, Critigen's total cumulative liability to Customer under this Agreement from all causes of action of any kind, including but not limited to, contract, breach of warranty, misrepresentation, or otherwise, shall not exceed the amount paid by Customer for all Software, Hosted Services and/or Support Services purchased under this Agreement during the twelve (12) month period prior to the time the claim accrued.

8.3  <u>Acknowledgments</u>. Customer expressly acknowledges and agrees that Critigen has set its prices and entered into this Agreement in reliance on the limitations set forth in this Agreement; that this is a fair maximum risk allocation between the parties; and that it is the economic basis of the relationship, however created, between the parties.

8.4  The foregoing states the entire limitation of liability of Critigen and shall apply notwithstanding any failure of essential purpose of any limited remedy, for any application of liability to, with or for any party.

## 9.  INVOICING AND PAYMENT

9.1  <u>Fees</u>. Customer shall pay all fees specified on the Order Form. Except as otherwise specified herein, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User Subscription Licenses purchased cannot be decreased during the relevant subscription term. User Subscription License fees are based on monthly periods that begin on the Order Form date and each monthly anniversary thereof; therefore, fees for User Subscription Licenses added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the Subscription License term.

9.2  <u>Invoicing and Payment</u>. Customer will provide Critigen with a valid purchase order or alternative document reasonably acceptable to Critigen. Customer will be invoiced for all products and services listed on the Order Form for the initial Order Form term and any renewal term(s), if any. Such charges shall be invoiced in advance, either annually or in accordance with any different billing frequency stated on the Order Form. Invoiced charges are due Net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Critigen and notifying Critigen of any changes to such information.

9.3  <u>Overdue Charges</u>. If any charges are not received from Customer by the due date, then at Critigen's sole discretion, (i) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (ii) Critigen may condition future subscription renewals on payment terms shorter than those specified in 9.2.

9.4  <u>Suspension of Service</u>. Critigen may, without limiting Critigen's other rights and remedies, suspend all services to Customer until such amounts are paid in full. Critigen will give Customer at least 7 days' prior written notice that Customer's account is overdue prior to exercising the rights in this Section.

9.5  <u>Payment Disputes</u>. Critigen shall not exercise its rights under 9.3 or 9.4 if Customer is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

9.6  <u>Taxes</u>. Unless otherwise stated, Critigen fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Critigen has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Critigen with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Critigen is solely responsible for taxes assessable against it based on Critigen's income, property, and employees.

## 10.  CONFIDENTIALITY

This Agreement, the terms outlined herein and any technical specifications, compliance requirements and other information disclosed in connection with the discussions or other activities relating to this Agreement are subject to the NDA.  If the NDA

expires or is terminated while any provisions of this Agreement remain in effect, the terms of the NDA will be deemed to be incorporated herein and to continue to apply with respect to this Agreement notwithstanding such expiration or termination.

## 11. MISCELLANEOUS.

11.1 Compliance with Export Laws. Customer is solely responsible for complying with all U.S. export control laws and regulations of every applicable kind at all times, and in every regard of the license rights granted herein. Customer expressly acknowledges this duty and agrees to not export, transfer, release, or in any way use or facilitate the use of Software, Documentation or services to any U.S. embargoed country (or to a national or resident of any U.S. embargoed country) or to any other entity in violation of U.S. law.

11.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. Customer may not assign this Agreement without prior written consent from Critigen, and such consent shall not be unreasonably withheld.

11.3 No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Critigen and Customer and has no third-party beneficiaries.

11.4 Jurisdiction; Governing Law. This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) is governed by and will be construed in accordance with the law of England and Wales. Each Party submits to the exclusive jurisdiction of the Courts of England as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this Agreement or its implementation or effect. This choice of jurisdiction and venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

11.5 Injunctive Relief. Customer acknowledges and agrees that a breach of this Agreement by Customer may cause irreparable damage; and that in the event of such breach, in addition to any and all remedies at law, Critigen shall have the right to seek and immediately receive as relief, an injunction, specific performance, or other equitable remedy in any court of competent jurisdiction without any requirement to post bond or prove injury.

11.6 Severability and Survival. If any of the provisions contained in this Agreement are held to be illegal, invalid, or unenforceable, the other provisions shall remain in full effect.

11.7 Force Majeure. Critigen is not responsible for nonperformance or delay in performance under this Agreement due to any force majeure event, including without limitation acts of God, acts of government, wars, civil disturbances, strikes or other labor unrest, telecommunications failures, or other cause beyond the reasonable control of Critigen.

11.8 No Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of any of the provisions or of the rights of such party thereafter to enforce that or any other provision. A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

11.9 Entire Agreement. This Agreement, including its attachments, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. Any general terms and conditions Customer has in a purchase order or other documents do not apply. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding whether oral or written, relating to the subject of this Agreement. This Agreement may only be modified by a written agreement signed by both parties.

The Agreement includes the following attachments:

| ATTACHMENT 1 | ORDER FORM |
|---|---|

| ATTACHMENT 2 | LEMURPP SERVICE STANDARDS AGREEMENT (SSA) |
|---|---|

Attachments may contain additional terms.  If there is a conflict in terms, the documents will be interpreted in the following order of precedence:

1. Order Form
2. Lemur SSA
3. This document

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties execute below:

For Customer:

By:

| | |
|---|---|
| Name | Name |

Date _____

For Critigen:

By:

| | |
|---|---|
| Name | Title |

Date _____