

IMEC eIPrep 5 PREMIUM LICENSE

BETWEEN

Interuniversitair Micro-Electronica Centrum vzw (IMEC), Register of Legal Entities Leuven VAT BE 0425.260.668, with its registered office at Kapeldreef 75, 3001 Leuven, Belgium, and its Affiliates hereinafter referred to as **"IMEC"** and **[Company]**, hereinafter referred to as **"Licensee"**.

Separately called **"Party"** and collectively called **"Parties"** as the case may be.

WHEREAS

IMEC has developed the Software and owns rights in Software (defined in Article 1).

Licensee desires to acquire a License (defined in Article 1) in and on the Software.

NOW THEREFORE, IMEC agrees to furnish to Licensee and Licensee agrees to accept a License of the Software from IMEC, pursuant to the terms and conditions of this Agreement (as further defined in Article 1).

HAVE AGREED AS FOLLOWS:

Article 1 – DEFINITIONS

"Affiliate" means any legal entity which is: (i) directly or indirectly owning or controlling a Party, or (ii) under the same direct or indirect ownership or control as a Party, or (iii) directly or indirectly owned or controlled by a Party. Ownership or control as referred to in sub items (i), (ii) and (iii) above shall exist through the: a) direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or (b) direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote. An entity shall be deemed to be an Affiliate only as long as the above defined ownership or control lasts.

"Agreement" means this written eIPrep 5 Premium License and its Annexes, and each Order Form from IMEC referred to herein.

"Authorised Affiliates" means the Affiliates of the Licensee (if any) insofar explicitly identified in the Order Form that are authorised to use the Software.

"Effective Date" means the date of signature of this Agreement by the last signing Party and after receiving full payment of the total fee of the licenses granted to Licensee by IMEC in accordance with the provisions of Article 6.

"Confidential Information" means any information and data of a confidential nature, labelled as such, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, Know-How, intelligent methodology, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques, which are disclosed by a Party or its Affiliate ("Discloser") to another Party or its Affiliate ("Recipient") pursuant to this Agreement.

"Software" means IMEC's eIPrep 5, a closed circuit high performance software framework for analyzing .sam/.bam files in sequencing pipelines and its documentation, as further described in this Agreement.

“License” means this elPrep 5 Premium License related to the Software as further described in this Agreement that IMEC supplies as a standard version common for all Licensees.

“Licensee” means with respect to the Software, the legal entity who is registered and authorised to use that Software in accordance with the terms of this Agreement, identified as such in the applicable Order Form.

“Licensee Data” means any data generated or used by the Licensee (including Personal Data) for processing as part of the Software.

“Licensee Product” means an application or web-based service (including its APIs) developed or used by Licensee or its Affiliates (if applicable), and which constitutes, is based on, incorporates or utilizes, wholly or in part, the Software and/or any and all derivatives. Licensee Products and accompanying Licensee Data are provided by Licensee and should be addressed as not including the Software.

“Licensee Materials” means all works, services and materials: (a) uploaded to, stored on, processed using or transmitted via the Software by or on behalf of the Licensee; (b) under control of the Licensee, (ICT environment of the Licensee), and (c) otherwise provided by the Licensee to IMEC (if applicable) in connection with this Agreement.

“Order Form” means a mutually agreed, written Order Form, executed by IMEC and Licensee, describing the conditions and special terms related to License and the Software, as further described in Annex 2 to this Agreement.

“Personal Data” means personal data as set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and relates only to personal data, or any part of such personal data under this Agreement.

“Intellectual Property Rights” or “IPR” means any and all intellectual property rights, whether registered or not, as of its creation, including any applications thereof, such as, without limitation, patents (including any divisional, continuation and re-issuance), copyrights, copyrights in software, database rights, design rights, registered designs, trademarks, trade names signs and other designation, semiconductor products, topographies, industrial designs, design rights, utility models, and other similar or equivalent rights or forms of protection, recognized under any applicable law in any country worldwide.

“Know-How” means any and all IMEC processes, expertise, practice, experience, factual and technical knowledge related to this Agreement.

“Territory” means the territory as specified in the Order Form.

Article 2 – SCOPE OF THE AGREEMENT

- 2.1. IMEC will grant to Licensee for the agreed term chosen by Licensee and against the payment of a License Fee (as further described in Article 6 of this Agreement) a License on the Software as further specified in Article 4 of this Agreement.
- 2.2. It is understood that this Software is merely a tool for analysis by Licensee of structured genome sequencing data to output the reconstructed human genome and identify notable genomic variations and it cannot be used for any clinical decision-making.

Article 3 – TERM AND TERMINATION

- 3.1. This Agreement shall enter into force on the Effective Date and shall remain into force in accordance with the period specified in the Order Form that can either be a one (1) or a two (2) year period or, if not so specified, one year (**“Initial Service Term”**). Upon expiration of the Initial Service Term the Parties may renew the Initial Service Term for

successive periods of at least one (1) year each ("**Renewal Term**") at the then applicable fees as provided by IMEC at least two months prior to the expiration of the then applicable term. A Renewal Term may be mutually agreed in writing in a separate Order Form. This Agreement and the licenses may expire or be terminated in accordance with the provisions of Article 3.2.

- 3.2. Without prejudice to any other right or remedy which may be available to it, IMEC shall be entitled immediately to terminate this Agreement and the licenses therein by giving written notice to the other, if the other Party:
 - (i) has committed a material breach of any of its obligations hereunder which is not capable of remedy; or
 - (ii) has committed a material breach of any of its obligations hereunder which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; or
 - (iii) any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or
 - (iv) makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to an administration order; or
 - (v) has an order made against it, or passes a resolution, for its winding-up or has a receiver or similar officer appointed over all or substantially all of its property or assets.
- 3.3. Upon expiration or termination of this Agreement and the licenses by IMEC in accordance with Articles 3.1. and 3.2., Licensee will immediately cease use of the Software and IMEC's Confidential Information that will immediately expire for the Licensee. Upon termination of this Agreement Licensee will not be allowed to modify, analyse, reverse-engineer, decompile or disassemble all Confidential Information in the Software in any way. In accordance with this Article, any fees outstanding, whether or not such fees have become due at the date of termination, shall become due and payable to IMEC in accordance with the provisions of Article 6 and IMEC shall not be liable towards Licensee.
- 3.4. Notwithstanding the provisions set forth above, Article 5 (confidentiality obligations) shall survive the termination or expiration of this Agreement for a period of five (5) years from the termination or expiration of this Agreement. The following provisions shall also survive the termination of this Agreement: Articles 1, 3, 4, 5, 6, 7, 8 and 10.

Article 4 – INTELLECTUAL PROPERTY RIGHTS – PREMIUM LICENSE CONDITIONS – OPERATIONAL ISSUES

Ownership

- 4.1 The Software and related Know-How and Confidential Information thereof is and shall remain IMEC's property and IPR. This Agreement shall not be construed or interpreted as assigning or transferring any rights under the Software. IMEC reserves all other rights not expressly granted in this Agreement.

Licenses

- 4.2. Upon payment in full of the fee referred to in Article 6, and subject to Article 4.5. IMEC will grant to Licensee a , non-exclusive, non-transferable, non-sublicensable, worldwide, License in, to and under the Software (both in object code as source code) to use, modify and create derivative works of the Software: (i) for the specified term (1 or 2 years) as selected in the Order Form; and (ii) limited to the sole and exclusive internal use by the Licensee with the purpose of making and/or selling of Licensee Products.
- 4.3 Licensee is allowed to license a compiled version of the Software ("Object Code") insofar it is embodied in its Licensee Product delivered to its users for internal use and only for

the agreed term in accordance with Article 3.1 of the Agreement. Licensee is solely responsible for all activities that occur under the granted License and shall designate one or more of its employees to be the contact point with IMEC for the management and support of the Software. Licensee is solely responsible for the accuracy, quality and integrity of the Licensee Data that Licensee or its users input into the Software. Licensee is solely responsible for the development, implementation, operation, support, maintenance and security of each Licensee Product and use of Licensee Materials.

- 4.4 The Licensee acknowledges and agrees that IMEC has also made the Software available to the public under the terms and conditions of the AGPL v3 (available at <https://www.gnu.org/licenses/gpl-3.0.nl.html>). IMEC agrees that the license rights granted to Licensee under the present Agreement and the Service included in the License as mentioned in Article 4.6 are separate and distinct from any license of the Software under the AGPL v3, and that Licensee's rights in and to the Software and the obligations of Licensee under this License are not affected by the terms and conditions of the AGPL v3.
- 4.5. **License Restriction:** Licensee agrees and guarantees that the Software of which it obtains a License through this Agreement shall not be used for in the design, development, production, stockpiling or use of weapons of mass destruction, such as nuclear, chemical or biological weapons or missiles nor for any use of supporting these weapons activities or for a military end-use.
- 4.6. **Service included in the License:** IMEC will handle technical features and technical aspects from the Software at IMEC's sole discretion via its incident management system as further described in Article 10 of this Agreement. IMEC will ensure bug fixing and technical priority support in order that the Software is in line with the publicly described methodology of the Genome Analysis Toolkit (GATK) 4 from the Broad institute and the results are fully compatible.
- 4.7. Any other services that are out of scope of the present Agreement, may be requested by the Licensee and need to be agreed in writing by IMEC in a separate agreement in time and material at the then applicable rates.

Article 5 – CONFIDENTIALITY OBLIGATIONS

- 5.1. Confidential Information shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone, including third parties, except to its own employees (including consultants, subcontractors, and, in the case of IMEC, also to its assignees, researchers and PhD students working at IMEC's premises) who have a reasonable need to know the Confidential Information within the frame of this Agreement and who are bound by confidentiality obligations at least as stringent as the ones provided for in this Agreement.
- 5.2. The Recipient shall use no less than the same degree of care it uses for its own confidential Information (and in any event, no less than a reasonable degree of care), to avoid dissemination or disclosure of any Confidential Information to any third party. The burden shall be upon the Recipient to show that such care was used.
- 5.3. The Recipient shall use the Confidential Information for the purpose of implementing this Agreement only and, if such Confidential Information constitutes Software, always in accordance with the rights and licenses granted pursuant this Agreement. The Recipient shall return or destroy the Discloser's Confidential Information (and all copies thereof) upon termination or expiration of this Agreement or earlier upon the written request from the Discloser, subject to the surviving rights described herein. The Recipient may keep one (1) copy for legal archival purposes.
- 5.4. The Recipient shall have the right to refuse to accept any Confidential Information under this Agreement if it believes the receipt of such information would limit or restrict in any way

the use of its own technology or otherwise impair its business interests.

- 5.5. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are, or become, known to the public.
- 5.6. Notwithstanding the provisions of this Article, either Party may disclose the other Party's Confidential Information to its Affiliates and Affiliates may also disclose Confidential Information to the other Party or to the other Party's Affiliates if they are engaged in the performance of this Agreement. Disclosure to or by an Affiliate shall be deemed to be a disclosure under this Agreement, regardless to whom the Confidential Information belongs.
- 5.7. The Parties agree to obtain the prior written approval of the other Party before issuing any press release about their collaboration under this Agreement or making the collaboration public in other ways. Licensee however grants IMEC the right to use Licensee's name and logo in IMEC's public marketing material.

Article 6 – FINANCIAL OBLIGATIONS

- 6.1. For the granting of the License referred to in Article 4 of this Agreement by IMEC to Licensee, Licensee will pay the accompanying fees for the License in EURO, VAT excluded ("License Fee") as specified in the applicable Order Form for the right to use the Software in the License as described in this Agreement. The above mentioned License Fee will be invoiced in advance by IMEC and are immediately payable. IMEC's invoices under this Agreement are in EURO.
- 6.2. Licensee will either pay the License Fee via credit card or either via a bank transfer on IMEC's bank account. In case of payment via a bank transfer, Licensee will pay the License Fee immediately after the completion of the Order Form to IMEC and the receipt of an invoice of IMEC. Licensee will only have access to the Software after IMEC has received the full payment of the accompanying License Fee, meaning the Effective Date. For Renewal Terms, the start date will be the day immediately following the date on which the preceding term expired, unless otherwise specified in the Order Form.

In case of non- or late payments of any undisputed amounts owed by the Licensee to IMEC, such amounts shall bear interest at the applicable European Central Bank rate plus 10 percentage points per year. In case Licensee prefers to pay via credit card the payment will be done via Flintbox (https://imec.flintbox.com/purchase/offerings/861/authorization_requests/new). Licensee will receive a confirmation of its payment.

For the avoidance of any doubt, this Article 6 contains all conditions or requirements for issuing invoices by IMEC and the payment of the License Fee thereof by Licensee. Hence, after the Effective Date, Licensee shall not request IMEC to comply with any other requirements or to accept any other terms and conditions of any kind which might delay or hinder the creation or payment of invoices (such as, but not limited to, acceptance of a code of conduct, compliance to Licensee procedures etc.) prior to the issuing of its invoices or payment thereof, other than explicitly agreed upon in this Agreement. If Licensee requests IMEC to upload invoices into its purchase management system, Licensee shall bear all costs associated therewith and no additional fee shall be due by IMEC.

- 6.3. The fees payable pursuant to this Article 6 are net amounts, excluding all taxes or duties of any kind due in connection with the performance of this Agreement and imposed by any authorities of any country, such as custom duties, taxes and other fees, duties and surcharges. Licensee shall bear all and any of the domestic tax or surcharge as well as all costs due in connection with any proceeding that may be instituted by an authority, excluding taxes that are imposed by the applicable domestic governments on the income of IMEC for which IMEC shall be responsible. Licensee will also make the payments to

IMEC without withholding or deduction for or on account of any all such taxes, duties and other charges.

- 6.4. Upon IMEC's prior written request, Licensee shall permit a verification by IMEC or by an independent auditor selected by IMEC, at Licensee's sole cost and expense, of those parts of Licensee's books and records which relate to the Software and the Intellectual Property Rights rendered to Licensee by this Agreement. All audits shall be conducted during the Licensee's normal business hours and upon reasonable advanced notice to Licensee. If an audit establishes that the License Fee paid to IMEC is less than the amount actually due, Licensee shall pay the difference between the amount paid and the amount due.

Article 7 – WARRANTIES AND LIABILITIES

- 7.1. ANY AND ALL CONFIDENTIAL INFORMATION, SERVICES AND SOFTWARE ARE FURNISHED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER FORESEEABLE OR UNFORESEEABLE, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND IMEC DOES NOT WARRANT THAT THE USE OF THE FOREGOING WILL NOT INFRINGE ANY PATENT OR OTHER THIRD PARTY PROPRIETARY RIGHT.
- 7.2. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT (INCLUDING BUT NOT LIMITED TO: LOSS OF BUSINESS; LOSS OF PROFITS, LOSS OR UNAVAILABILITY OF DATA, LOSS OF GOODWILL), SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE (i) PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY IMEC OFFERINGS, OR (ii) ANY CLAIM, BREACH OF CONTRACT, TORT OR OTHERWISE.
- 7.3. THE PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEPT FOR DIRECT DAMAGES CAUSED BY WILLFUL MISCONDUCT.
- 7.4. UNDER NO CIRCUMSTANCES SHALL IMEC BE LIABLE FOR ANY PRODUCT LIABILITY ISSUES TOWARDS LICENSEE. IN RELATION TO THIRD PARTIES, IN PARTICULAR BUT NOT LIMITED TO END USERS, LICENSEE AND ITS AFFILIATES SHALL BE THE MANUFACTURER OF ITS OWN PRODUCTS FOR THE PURPOSE OF STATUTORY PRODUCT LIABILITY. LICENSEE AND ITS AFFILIATES WILL, AT THEIR EXPENSE, DEFEND, INDEMNIFY AND HOLD IMEC, AND THEIR EMPLOYEES AND DIRECTORS, HARMLESS FROM AND AGAINST ANY LIABILITY, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS) ARISING OUT OF OR RESULTING FROM ANY CLAIM, SUIT OR OTHER PROCEEDING CONCERNING PRODUCT LIABILITY.

Article 8 – PRIVACY

- 8.1. IMEC will collect a limited amount of Personal Data, as described below, from Licensee only as necessary to provide the Software and included Service, and in accordance with Licensee's written instructions. This Agreement constitutes Licensee's instructions to IMEC in relation to the collection of the following different types of Personal Information and the purpose for which IMEC requires this:

- **Identification information** – In order for IMEC to be able to identify the Licensee:
Examples: First Name and Last Name
- **Contact information** – In order for IMEC to be able to contact the Licensee:
Examples: email, telephone number, address

Licensee consents to IMEC's use of processors to provide the requested Software and services, and to the disclosure and provisioning of the abovementioned Personal Data to these processors.

- 8.2. For the avoidance of doubt, under no circumstances will the use of the Software by Licensee allow IMEC to store or have access to Licensee Data (including Personal Data) other than the limited Personal Data expressly mentioned above in Article 8.1 of this Agreement.

Article 9 – Incident Management system

Incident management system:

- IMEC contact desk to report certain problems: only by email to exascience@imec.be;
- The Licensee will provide accurate information about a certain problem/issue;
- IMEC will investigate the issue and will inform Licensee which information is necessary together with registration of the issue with an issue number;
- Licensee must provide the requested information and subsequently IMEC will respond to Licensee accordingly;
- Licensee shall refer to the issue number for all subsequent correspondence regarding the issue (if any).

Article 10 – APPLICABLE LAW AND JURISDICTION

- 10.1. This Agreement shall be governed by and construed in accordance with the laws of Belgium, no effect shall be given to any national or international conflict-of-law provisions.
- 10.2. All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice to the defaulting Party, then the dispute will be submitted to the competent courts of Leuven, Belgium.

Article 11 – MISCELLANEOUS

- 11.1. Licensee shall be solely responsible for compliance with its applicable export control and economic sanctions laws and regulations in connection with any exports and/or re-exports, transfer or release (collectively “Export”) of the Item that such Party carries out. Licensee assures that it, (its Affiliates and/or subcontractors) will not directly or indirectly Export any Item to any destination, person, entity or end use prohibited or restricted under such export control regulations, without obtaining prior authorization from the applicable government authorities to the extent required by those laws. Articles 10.1 shall be considered as a material breach of Licensee towards IMEC and Licensee shall indemnify IMEC for all damages.
- 11.2. If any provision, or part of any provision of this Agreement is invalidated by operation of law or otherwise, that provision or part will to that extent be deemed omitted and the remainder of this Agreement will remain in full force and effect. In place of any such invalid provision or part thereof, the Parties undertake to agree on a similar but valid provision the effect of which is as close as possible to that of the invalid provision or part thereof.
- 11.3. Consent by either Party to, or waiver of, a breach of any Article of this Agreement by the other Party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 11.4. This Agreement is the complete and exclusive statement of the agreement between the Parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. No addition to or modification of this Agreement shall be binding upon either Party unless reduced in writing and duly executed by both Parties.

- 11.5. The rights and obligations arising out of this Agreement may not be assigned to any third party without IMEC's prior written consent.
- 11.6. All notices, required or permitted under this Agreement must be delivered in writing by courier, facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other Party at its address set forth on the first page above or as amended. Notice hereunder will be effective upon proof of delivery.
- 11.7. The Parties are independent contractors and neither Party is the partner, employee, or agent of the other, nor does this Agreement create any joint venture. Neither Party has authority to represent, act for or bind the other.
- 11.8. Each Party hereby represents and warrants that it has the right, power and authority to enter into this Agreement and that it is under no obligation towards any other person, organisation or company which in any way would prevent or restrict it from entering into this Agreement.
- 11.9. Force Majeure. Notwithstanding any other provision of this Agreement, neither Party is liable in any way including for damages or penalty for any failure or delay in performance hereunder which is caused by an event, or a series of related events, including but not limited to failures of or problems with the internet or a part of the internet, [hacker attacks, virus or other malicious software attacks or infections,] power failures, industrial disputes affecting any third party, changes to the law, strikes, riots, insurrection, fires, floods, storms, earthquakes, pandemic outbreaks of infectious diseases, war, governmental action, or other causes beyond its reasonable control, which was not reasonably foreseeable and the effects of which are not capable of being overcome using reasonable commercial efforts, provided the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end such resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. In the event the force majeure event lasts for three (3) months or longer, either Party shall have the option to terminate this Agreement upon written notice.
- 11.10. The signature of a Party to this Agreement via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

ANNEXES:

Annex 1 IMEC Order Form elPrep 5 Premium License

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date in two originals.

For IMEC

For Licensee

Name: Mr. Ludo Deferm
Title: Executive Vice President
Date:

Name:
Title:
Date:

ANNEX 1

IMEC Order Form elPrep 5 Premium License

Please carefully read and fill out the following Order Form to complete your order to acquire an elPrep 5 Premium License.

Description elPrep 5 elPrep 5 Premium License means a closed circuit high performance software framework for analyzing .sam/.bam files in sequencing pipelines and its documentation for which IMEC is copyright holder and for which IMEC offers a License to its Licensees in the Territory, as further described in the Agreement.	
IMEC vzw Kapeldreef 75, B-3001 Leuven VAT BE 0425.260.668 Contact: Roel Wuyts Email: exascience@imec.be	Customer Contact: Full Name: [XX] Email: [XX] Company: [XX] Hereinafter "Company" or "Licencee"
Software: IMEC elPrep 5 Premium License: <input type="checkbox"/> 1 year License <input type="checkbox"/> 2 year License	Fees (VAT excluded): EUR 40,000 (fourty-thousand euro) EUR 60,000 (sixty-thousand euro)
Implementation: immediately after receipt of full payment	
Authorised Affiliates: [XX]	
Initial Service Term of License: [1] or [2] year	
Territory: [XX]	
Details of the Company: Invoice adress: by email <input checked="" type="checkbox"/> on paper <input type="checkbox"/> Email adress: [XX] Contact person with respect to invoice: [XX] VAT N° Customer: [XX]	
For any quires with respect to payment please contact: finance@imec.be	

IMEC elPrep 5 Premium License includes the above IMEC Order Form and the following terms and conditions (hereinafter "Annexes") that form an essential and integral part, as attached:

1. Imec elPrep 5 Premium License

Therefore by signing the Order Form Company acknowledges and agrees to have read this Order Form and the attached Annexes thereto, understand it and agree to be legally bound by all their terms and conditions.

IMEC

Full Name: Ludo Deferm
 Title: Executive Vice-President
 Date:
 Signature:

Company

Full Name:
 Title:
 Date:
 Signature: