End-User License Agreement for TrueAllele Technology
Cybergenetics Terms and Conditions

The "Agreement" refers to the Terms and Conditions described herein.

The "Company" is **Cybergenetics, Corp.**, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal office at 160 North Craig Street, Suite 210, Pittsburgh, Pennsylvania 15213, USA.

The "Effective Date" is the date on which Payment is made, the Technology is used, or the Rights are exercised, whichever happens first.

The "Hardware" is the computer hardware and associated machinery of the TrueAllele® system.

The "Location" is the laboratory or office where the User is located.

The "Patents" shall mean all patents that are owned or licensed by the Company, and all United States and foreign patents and/or patent applications claiming priority from such patents, and shall apply solely to forensic casework of DNA samples.

The "Payment" is the mutually agreed upon amount paid by the User to the Company.

The "Rights" shall mean the right to practice the TrueAllele® Technology.

The "Software" is the computer software and associated documentation of the TrueAllele® system.

The "Technology" is the Software, Hardware, and Patents of the TrueAllele® system.

The "Term" begins at the Effective Date of this Agreement.

The "User" is the government agency or other entity operating under the laws of their State, and having its principal office in the USA or another country.

The "Web Site" is the URL http://www.cybgen.com.

This Agreement has been entered into as of the Effective Date by and between the Company and the User.

WHEREAS the Company is the owner of certain Rights relating to automated genotyping Technology, and has the right to grant license under said Rights and provide the Technology; the Company desires to have the Rights and Technology utilized and is willing to grant a license thereunder; and the User desires to obtain a license for the Rights and Technology upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. License

(a) The Company hereby grants to the User the non-exclusive right and license to practice the Rights and Technology, only at the Location for in-house purposes on cases within its jurisdiction during the Term, with no right of sub-license.

(b) For the rights, privileges and licenses granted hereunder for the Term of this Agreement, the User shall pay the Company the amount of the Payment on the Effective Date.

2. User's Rights

Under the terms of this Agreement the Company shall grant to the User a right to use the Software and Hardware, which is more particularly identified and described at the Web Site. The User and Company agree as follows: The Company grants to the User a non-exclusive, non-transferable license to use the Software and Hardware subject to the following conditions:

(a) Upon receipt of Payment as prescribed in paragraph 1.(b) above, the Company will deliver the Software and Hardware to the User. Alternatively, the Company will make the Software and Hardware available to the User via a suitably secure Internet connection.

(b) The User shall have the Rights to use the Software and Hardware for in-house purposes only on computing equipment owned or leased by the User, and located at the Location for the Term.

(c) During the Term, and when a maintenance and support contract is in place, the Company shall make available to the User all object code, updates of, additions to, or modifications of the Software, as they are made for no extra charge, and this Agreement shall apply to them as though they were part of the original Software. The Company shall undertake to provide a reasonable level of maintenance and support, including updates and patches.

(d) The User agrees that it will not make any alterations, modifications or additions to the Software or Hardware for any reason.

(e) No sub-licensing or transfer of the Software or Hardware outside of the User's premises of any kind is permitted under this license. This license is for the sole purpose of in-house forensic DNA casework, including in-house training and validation.

(f) The User shall have the Rights to use the Software and Hardware only on data that the User generates for in-house purposes at the Location during the Term, solely for forensic DNA casework within the User's jurisdiction.

3. Warranty and Liability

(a) The Company warrants that the Software and Hardware, when properly used, will operate in all material respects in conformity with the specifications set out in the Web Site.

(b) The User shall be wholly responsible for the use to which the Software and Hardware is put, and will indemnify the Company against all or any other costs, claims, demands or liabilities consequent upon or arising out of the use of the Software and Hardware.

(c) The liability of either party for any breach of this

Agreement, or arising in any way out of the subject matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits.

(d) In any event, the maximum liability of the Company to the User under or otherwise in connection with this Agreement or its subject matter shall not exceed a sum equivalent to the fee received by the Company from the User under this Agreement.

4. Ownership

(a) The User agrees that the Software, including any alterations, modifications or additions is, and shall at all times remain, the property of the Company, and that it has been copyrighted by the Company. The User shall have no right, title or interest therein or thereto, except as expressly set forth in this Agreement. The Company warrants that the Software is owned by the Company and, to the extent that the Company can reasonably be aware, that it does not infringe any copyright or patent or any third-party rights.

(b) All forensic and other data obtained by the User as a result of practicing the Rights or of using the Software shall at all times remain the property of the User, and the Company shall have no right, title or interest therein or thereto.

5. Publicity

Either party may unilaterally disclose the existence, though not the terms, of this Agreement.

6. Non-Disclosure

Under no conditions shall the User disclose the Technology, in whole or in part, to third parties, except as expressly provided for in this Agreement. Nor shall the User make the Technology available to third parties via a computer network. In making the Technology available to its employees, the User shall take from every employee and enforce covenants to treat the Technology as confidential and not to disclose all or any part of the Technology to third parties.

7. Governing Law

This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania, and the United States of America. For patents, however, questions affecting the construction and effect of any patent shall be determined by the law of the country in which that patent was granted.

8. Termination and Enforcement Costs

(a) Three (3) months prior to the expiry of the Term, the User may notify the Company in writing of an intention to terminate this Agreement.

(b) The Company shall have the right to terminate this Agreement with immediate effect upon notice in writing to the User in the event that the User, its employees or persons acting on its behalf breach any provision of this Agreement. Upon such termination, the User agrees to return the original Software immediately, to destroy all copies of the Software (exact or modified) in its possession or under its control, and to send to the Company a signed statement that all such copies have been destroyed.

9. Assignation

This Agreement is not assignable by either party, and any attempt to do so shall be void unless otherwise agreed by the parties in writing.

10. Changes to this Agreement

The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instruction subscribed to by the parties hereto.

11. Export Law Assurances

The User may not use or otherwise export or re-export the Technology except as authorized by United States law and the laws of the jurisdiction in which the Technology was obtained. In particular, but without limitation, the Technology may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, North Korea, Sudan, and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. The User represents and warrants that they are not located in, under control of, or a national or resident of any such country or on any such list.

12. Government End Users

The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.