

## Software License Agreement

This Software License Agreement (“Agreement”) is made effective November 1<sup>st</sup>, 2007 (“Effective Date”), and in consideration of the covenants, representations, and warranties set forth herein and other good and valuable consideration, between DNASTAR, Inc. (DNASTAR, hereinafter “Licensor”), a corporation organized under the laws of the State of Wisconsin, having offices at 3801 Regent Street, Madison, Wisconsin 53705 USA, and the Institute of Molecular Genetics Academy of Sciences of the Czech Republic, v.v.i. and the Institute of Biotechnology Academy of Sciences of the Czech Republic, v.v.i. – effective from Jan 1<sup>st</sup>, 2008 (hereinafter collectively referred to as “Licensee”) and its departments and facilities located at Vídeňská 1083, CZ-14220 Prague 4 and Vídeňská 1083, CZ-14220 Prague 4, Czech Republic (together referred to as the “Facilities”).

Capitalized terms used throughout this agreement are defined in Section 1.

### **1. DEFINITIONS**

“Authorized Computer” means any Macintosh or 32-bit Windows based computer located in Licensee’s Facilities or on any home computer of any employee of the licensee.

“Internal Use” means use of one or more copies of a computer program used in the course of the duties, research, transactions or business which the user performs for Licensee, not to include service bureau, time-sharing, or other similar services for the benefit of any party who is not a party to this Agreement.

“License Fee” means Forty Two Thousand Five Hundred Euros (42,500 Euros). This amount is to be paid in two installments. The first installment of Twenty Two Thousand Five Hundred Euros (22,500 Euros) is to be paid on or before November 30, 2007 in exchange for 15 standalone licenses of Lasergene, which will be made available to Licensee on the Effective Date of this Agreement. The second installment of Twenty Thousand Euros (20,000 Euros) is to be paid on or before February 28, 2008. Upon receipt by Licensor of this second portion of the License Fee, the 15 standalone licenses of Lasergene will be converted to a full site license for all Authorized Computers at the Facilities, as more fully described in Section 2.1 of this Agreement.

“Maintenance Fees” means money paid by the Licensee to extend the Maintenance Period. “Year One” commences on the date this Agreement is executed. Years Two, Three and Four commence on the anniversaries of the Effective Date of this Agreement. Maintenance Fees are as follows:

Year One:	Included in the amount defined as “License Fee” in Section 1.
Year Two:	10,000 Euros
Year Three:	10,000 Euros

Year Four:

10,000 Euros

Maintenance Period means one year from the Effective Date during which period the Licensee is entitled to technical assistance and updated and upgraded versions of the Software that are released at the Licensor's discretion. Licensee agrees to extend the Maintenance Period for three additional years by paying Maintenance Fees at the fixed price stated in the previous section prior to the anniversary date of the Agreement's Effective Date.

"Software" means the Macintosh and Windows versions of the seven current components of the Lasergene suite: EditSeq, GeneQuest, SeqBuilder, MegAlign, PrimerSelect, Protean and SeqMan and subsequent improvements and revisions to these components.

## **2. LICENSE GRANT**

2.1 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee and Licensee hereby accepts a nonexclusive, unlimited use license for authorized users to execute, copy, distribute and use the Software on Authorized Computers for Internal Use at Licensee's Facilities.

2.2 All other rights in the Software are reserved to Licensor.

2.3 Within 30 days of the Effective Date of this Agreement and each time a major upgrade of the Lasergene software is released, Licensor shall provide to Licensee an updated electronic copy of the Lasergene user manual from which Licensee may create an unlimited number of copies for internal use consistent with this site license.

## **3. SUPPORT AND MAINTENANCE**

3.1 During the Maintenance Period, Licensor shall make end user support available by telephone toll call at all times during Licensor's normal business hours (currently 7:00 AM to 5:00 PM Central Time. These times are subject to change at the sole discretion of the Licensor without notice). Internet mail shall also be available for support.

## **4. PROPRIETARY RIGHTS INDEMNIFICATION**

4.1 Licensor, at its own expense, will defend an action brought against Licensee based on a claim that the Software infringes the intellectual property rights of a third party, provided that Licensee notifies Licensor promptly in writing of the claims and Licensor has control of the defense of such action.

4.2 Licensor shall have no liability hereunder for any claim (a) based on use of other than the latest unmodified release of Software received by Licensee from Licensor, if such infringement would have been avoided by the use of said latest release, or (b) which

arises solely out of use of the Software in combination with other programs or data not furnished by Licensor.

4.3 In the event an infringement claim is brought against Licensee, Licensor may in its sole discretion:

- (a) Modify the software to be non-infringing; or
- (b) Obtain for Licensee the right to continue using the software; or
- (c) Obtain for Licensee another software product having equivalent performance.

4.4 The foregoing states the entire liability of the Licensor with respect to its obligations to Licensee in the event of an infringement claim or action brought by a third party involving the Software.

## **5. WARRANTIES**

5.1 Licensor warrants that it has the right to grant a license thereto, and has the right to enter into the Agreement.

5.2 ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Except as otherwise specified in this Agreement, Licensor shall have no obligation or liability to Licensee or any other party for damages arising out of or in connection with the existence, use or performance of the Software licensed hereunder.

5.3 In no event will Licensor be liable to Licensee or to any other party for lost profits, punitive, exemplary, incidental, and consequential damages. If, despite the foregoing limitation, Licensor becomes liable to Licensee in connection with this Agreement, then the liability of Licensor will be limited to an amount equal to the License Fee.

## **6. TERM AND TERMINATION**

6.1 The License to the Software is perpetual, provided Licensee has paid the License Fee and applicable Maintenance Fees in full on a timely basis. Licensor may revoke the License to the Software and terminate the Agreement, if Licensee has not paid the License Fee or agreed upon Maintenance Fees within thirty days of the due date of such payments. Licensor will notify Licensee of revocation of the License and termination of the Agreement in writing. On revocation of the License and termination of the Agreement, Licensee must return all copies of the Software and accompanying Documentation to Licensor and certify that to the best of its knowledge, it has destroyed or returned to Licensor all copies of the Software.

## **7. GENERAL PROVISIONS**

7.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter thereof. No modifications or amendment to this Agreement shall be valid or binding unless reduced to writing expressly referring to this Agreement, and duly executed by the parties hereto. No Purchase Order shall vary the terms of this Agreement, whether or not signed by the parties, unless the specific variance is referred to separately and in the manner of a modification of this Agreement.


7.2 The failure of either Party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision in the future. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

7.3 This Agreement is governed by the laws of the State of Wisconsin in the United States of America.

IN WITNESS WHEREOF, the parties, through their authorized officers, have executed this Agreement as of the last date written below.

DNASTAR, Inc.

By: 

  
Title: Vice President and General Manager  
Date: February 14, 2008

Institute of Molecular Genetics  
Academy of Sciences of the Czech Republic, v.v.i.

By: 

Name: Václav Hořejší  
Title: Director  
Date: February 18, 2008

Institute of Biotechnology  
Academy of Sciences of the Czech Republic, v.v.i.

By: 

Name: Peter Šebo  
Title: Entrusted Director  
Date: February \_\_\_\_\_, 2008