

Amendment # 1 to Software License Agreement

This Amendment # 1 (“Amendment # 1”) to the Software License Agreement (“Agreement”) between DNASTAR, Inc. (“Licensor”) and 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., (“Licensee”) that was effective November 1, 2007 is made effective on the last date under a signature below (“Effective Date”) in consideration of the covenants, representations, and warranties set forth herein and other good and valuable consideration.

WHEREAS, the parties entered into an Agreement effective November 1, 2007, and

WHEREAS, Licensor and Licensee desire to:

- Split the original agreement into two agreements between (1) DNASTAR and the Institute of Biotechnology, Academy of Sciences of the Czech Republic, v.v.i.; and (2) DNASTAR and Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, v.v.i.; and
- Extend the Agreement between DNASTAR and Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, v.v.i.; through November 1, 2014;

NOW, THEREFORE, the parties hereby agree as follows:

For purposes of the Agreement between DNASTAR, Inc. and Institute of Biotechnology, Academy of Sciences of the Czech Republic, v.v.i. and Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, v.v.i., the definition of Licensee shall be amended to be all faculty and staff with primary appointments at the Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, v.v.i.

The Term of the Maintenance Period under the Agreement shall be extended to November 1, 2014 with Maintenance Fees per year as follows:

| | | |
|------------|-------------------------------------|-------------|
| Year Five | November 1, 2011 – November 1, 2012 | 8,000 Euros |
| Year Six | November 1, 2012 – November 1, 2013 | 8,000 Euros |
| Year Seven | November 1, 2013 – November 1, 2014 | 8,000 Euros |

Licensee agrees to pay each maintenance fee reflected in this Amendment within the first month of the maintenance period. The Amendment #1 can be terminated if requested by the Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, v.v.i., after sending a prior notice no later than one month before the end of the current maintenance period (i.e. the end of September each year). If the licensee terminates the Amendment #1, the License to the Software is perpetual.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties, through their authorized officers, have executed this Amendment # 1 as follows:

DNASTAR, Inc.

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

By: 

By: 

Name 

Name: Prof. Václav Hořejší, Ph.D.

Title: Vice President, General Manager & CFO Title: Director

Date: November 10, 2011

Date: November 10, 2011

