

Label-free Morphological Analysis Software CellActivision License Agreement

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1.1 This Agreement applies to the CellActivision software products (the "Software Product"). The Software Product consists of:

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- b) Customized Software Product: The software products made by Yokogawa based on individually agreed specifications, which will be used with or in addition to the function of the Standard Software Product.

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4.2 If Yokogawa engineer or other engineer attends for repair, replacement or implementing a workaround at the site at your request, you will be charged for the site service fee. If Yokogawa deems necessary, you are required to initialize or stop the operation of the system, facility or equipment in or on which the Software Product is installed.

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Yokogawa will provide you with technical information and usage instruction about each analytical function of the Software Product through user's manual and written tutorials. Yokogawa also offer technical support related to such technical information and usage instruction by email or other means agreed by Yokogawa, unless separately agreed in writing between you and Yokogawa.

6. Infringement

6.1 If you are warned or receive a claim by a third party that the Software Product in its original form infringes any third party's patent (which is issued at the time of delivery of the Software Product), trade mark, copyright

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10. Audit; Withholding

10.1 Yokogawa shall have the right to access and audit your facilities and any of your records in a commercially reasonable manner, including data stored on computers, in relation to the use of the Software Product as may be reasonably necessary in Yokogawa's reasonable opinion to verify that the requirements of this Agreement are being met.

10.2 Even after license being granted under this Agreement, should there be any change in circumstances or environment of use which was not foreseen at the time of delivery and, in Yokogawa's reasonable opinion, is not appropriate for using the Software Product, or if Yokogawa otherwise reasonably believes it is too inappropriate for you to continue using the Software Product, Yokogawa may suspend or withhold the license provided hereunder.

11. Termination

Yokogawa shall have the right to terminate this Agreement with immediate effect upon notice to you, if you or end users breach any of the terms and conditions hereof. Upon termination of this Agreement, you shall, and make end users, promptly cease using the Software Product and, in accordance with sub-clause 2.5, return or irretrievably delete all copies of the Software Product, certifying the same in writing. In this case the license fee paid by you for the Software Product shall not be refunded. Clauses 2.4 and 2.5, 6, 7, 12 and 13 shall survive any termination of this Agreement.

12. Governing Law; Disputes

This Agreement shall be governed by and construed in accordance with the laws of Japan. If you are a Japanese individual or entity, all disputes, controversies or differences which may arise between the parties hereto, out of, in relation to or in connection with this Agreement ("Dispute") shall be brought exclusively in the Tokyo District Court (The Main Court) in Japan. If you are not a Japanese individual or entity, any Dispute shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. All proceedings in arbitration shall be conducted in the English language, unless otherwise agreed. The award of arbitration shall be final and binding upon both parties, however, each party may make an application to any court having jurisdiction for judgment to be entered on the award and/or for enforcement of the award.

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14.2 If any part of this Agreement is found void or unenforceable, it shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms and conditions. The parties hereby agree to attempt to substitute for such invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14.3 Failure by either party to insist on performance of this Agreement or to exercise a right when entitled does not prevent such party from doing so at a later time, either in relation to that default or any subsequent one.