



™

TeSeE Analysis Module

Software License Agreement

PLEASE READ CAREFULLY

IMPORTANT! The enclosed materials are provided to you on the express condition that you agree to this software license agreement. By opening this envelope you indicate your acceptance of the terms of this agreement. If you do not wish to accept the product under these terms, you may return these materials to Bio-Rad Laboratories, in original packaging this envelope unopened, within 3 days of receipt, for refund.

Bio-Rad Laboratories warrants that TeSeE Analysis Module Software shall substantially conform, in all operational features, to Bio-Rad's current specifications as published in Bio-Rad's user and installation guides and that, when properly installed, it will be free of material defects which affect system performance.

The Purchaser must notify Bio-Rad in writing, within thirty (30) days of delivery of the software to the Purchaser (not including delivery of any subsequent modifications to software), of its claim of any defect. If the software is found to be defective by Bio-Rad, Bio-Rad's sole obligation under this warranty is to remedy such defect in a manner consistent with Bio-Rad's regular business practices. For a defect to which materially adversely affects the performance of the Software, Bio-Rad shall use its best effort to cure such defect as soon as reasonably practicable after receipt of Purchaser's notice, and for minor defects Bio-Rad shall use its best efforts to correct such minor defects in the next release of its Software. If, however, Bio-Rad is unable to cure a major defect within (90) days of receipt of Purchaser's notice, Purchaser shall have the option to cancel this agreement whereupon Bio-Rad shall refund only the Software fees paid.

The warranties set forth in this agreement are in lieu of all other representation and warranties, expressed or implied, including warranties of merchantability and fitness for a particular purposes and any other statutory or common-law warranty Bio-Rad on its own behalf hereby expressly disclaims and excludes any and all such other representations and warranties. Liability of Bio-Rad to purchaser, if any, for breach of warranty or any other claim relating to this agreement shall be limited to the total amount of software fees paid by purchaser to Bio-Rad. In no event shall Bio-Rad be liable for incidental or consequential damages, loss of business or profits. Special or indirect damages of any nature whatsoever. No, amendment, waiver or other alteration of the warranties in this agreement may be made except by mutual agreement in writing.

Purchaser agrees that Bio-Rad's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed the amount of Software license fees paid by Purchaser.