General Terms and Conditions for Software Licenses

1 Scope

1.1 These general terms and conditions ("**General Terms and Conditions**") shall – unless otherwise agreed in writing – apply to and be considered an integrated part of any offer or contract ("**Offer**" and "**Contract**") for licenses to software ("**Software**") submitted or entered into by Origio.

1.2 The General Terms and Conditions shall prevail over any terms and conditions used by a contracting party **("Customer")** receiving an Offer from or entering into a Contract with Origio. Any reference in these General Terms and Conditions to "Contract" shall be understood to also include the General Terms and Conditions.

1.3 Any Offer submitted by Origio is only valid for a period of 30 (thirty) calendar days from its date of issue. If the Customer does not accept the Offer within this time limit, the Offer will automatically lapse. If the Customer accepts the Offer in its entirety within the time limit, the Offer constitutes a Contract.

2 Delivery

Origio shall deliver one (1) copy of the Software (either electronically or on a physical media). The Software is considered delivered when it is made available to the Customer.

3 License

3.1 Origio grants the Customer a limited, non-exclusive and non-transferable right to use the Software for its internal business purposes only on the terms set out in the Contract ("**License**").

3.2 Origio reserves the right to amend the specifications of the Software from time to time, including to update, patch and error correct the Software, which, once installed by the Customer, cf. clause 8.1.13, will be deemed to form part of the Software.

3.3 Origio warrants that it has tested the Software for viruses using, and that it will continue to use, commercially available virus-checking software, consistent with current industry practice to check for malicious code prior to delivery.

3.4 The Customer agrees and acknowledges that:

3.4.1 the Software has not been developed to meet its individual requirements and therefore the Customer takes responsibility to ensure that the facilities and functions of the Software meet its requirements and that the Software is fit for the Customer's purpose;

3.4.2 Origio shall not be responsible for the Customer's IT platform and systems, including that the Software is compatible with the Customer's IT platform and system;

3.4.3 although Origio has tested the Software in accordance with standard industry practice, the Software may not be free of bugs or errors and the Customer agrees that the existence of any minor bugs or errors shall not constitute a breach of the Contract, including the warranty set out in clause 5.1; and

3.4.4 the Customer has no rights in, or to, the Software other than the right to use it in accordance with the terms of the License.

4 Prices and payment terms

4.1 The prices indicated in the Contract are always exclusive of (i) import/export duties and fees, and exclusive of sales taxes, excise duties, value-added tax, goods and services tax, and other applicable taxes, as well as (ii) freight, handling, insurance, and custom packaging costs.

4.2 Origio is entitled, at any time, to adjust its prices to account for any increase in the cost of raw materials and components of its products, labor costs, as well as procurement and shipping fees, subject to

providing one (1) month's notice. The Customer may not claim financial compensation or indemnity related to any price increase.

4.3 The Customer shall pay any invoice within 30 (thirty) calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Origio from time to time. The Customer acknowledges that time for payment is of the essence.

4.4 If the Customer fails to make any payment to Origio by the due date for payment, then, without limiting any other rights or remedies available to Origio, the Customer shall pay interest on the overdue amount at the rate of eight per cent (8%) per annum above Danmarks Nationalbank's (the Danish Central Bank) official lending rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

4.5 The Customer shall pay all due amounts in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Origio may at any time, without limiting any other rights or remedies available to Origio, set off any amount owing to it by the Customer against any amount payable by Origio to the Customer.

5 Quality

5.1 Origio warrants that from delivery, and for a period of 12 (twelve) months ("**Warranty Period**), the Software will conform in all material respects to the specifications as published on www.origio.com at the time when the Contract is entered into.

5.2 Origio does not warrant that the Customer's use of the Software will be uninterrupted or error-free.

5.3 Any descriptive matter or advertising issued by Origio and any illustrations or descriptions of the Software contained in Origio's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Software and shall not form part of the Contract or have any contractual force.

5.4 If the Customer gives written notice to Origio during the Warranty Period, within a reasonable time of discovery, of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the warranty set out in clause 5.1, Origio shall, at its own option, do one of the following:

5.4.1 repair the Software;

5.4.2 replace the Software; or

5.4.3 terminate the Contract immediately by notice in writing to the Customer and refund any of the license subscription fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist Origio in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Origio to re-create the defect or fault.

5.5 Notwithstanding clause 5.4, Origio shall not be liable for the Software's failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.5.1 the Customer makes any further use of the Software after giving notice in accordance with clause 5.4;

5.5.2 the defect arises because the Customer has failed to follow Origio's oral or written instructions as to the installation, use and maintenance of the Software or (if there are none) good trade practice regarding the same;

5.5.3   the Customer or a third party amends the Software or uses it outside the terms of the Contract for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Origio;

5.5.4   the Customer does not comply with its obligations under clause 8.1.13; or

5.5.5   the Software differs from the description in the Contract as a result of changes made to ensure that it complies with applicable statutory or regulatory requirements.

5.6   All other warranties, conditions or other terms which may be implied into the Contract by statue or otherwise are hereby excluded to the fullest extent permitted by law, and, except as provided in this clause 5, Origio shall have no liability to the Customer in respect of the Software's failure to comply with the warranty set out in clause 5.1. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ORIGIO HEREBY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6   Product liability

6.1   Origio shall not be liable for any damages, costs and losses caused by the Software incurred by the Customer or any third party in relation to damages to buildings, property, equipment, gametes, etc. Unless otherwise required by mandatory product liability legislation, Origio can only be held liable for personal injury caused by the Software if it can be proved that the damage was caused by negligence committed by Origio or others for whom Origio is liable.

6.2   Origio's product liability shall be subject to the limitation set out in clause 7, unless otherwise required by mandatory product liability legislation, and in such case Origio's product liability shall be limited to the furthest extent possible under said mandatory product liability legislation.

6.3   Origio shall not be liable for any claims, actions, proceedings, costs, expenses, damages and liabilities (including legal fees) arising out of or in connection with the Customer's use of the Software. The Customer shall indemnify and hold Origio harmless against all claims, losses and expenses (including legal fees) arising out of any action brought by a third party against Origio and/or the Customer with respect to the Customer's use of the Software.

6.4   If a third party makes a claim against one of the parties under this clause 6, such party shall give the other party immediate notice. In case the third party claim relates to Origio in any way, Origio shall in its absolute discretion decide what action to take in respect of the matter (if any), and shall conduct and have sole control over any consequent action that it deems necessary. The Customer shall, at the request and expense of Origio, take all such steps as Origio may reasonably require to assist Origio in such matter.

7   Limitation of liability

7.1   Origio shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for (i) any damage to gametes, (ii) loss of profits, sales or business, (iii) loss of agreements or contracts, (iv) loss of anticipated savings, (v) loss of use or corruption of software, data or information, (vi) loss of or damage to goodwill, (vii) punitive damages, and (viii) any indirect or consequential losses.

7.2   Origio's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, shall be limited to the greater of EUR 10,000 and fifty per cent (50%) of the total charges paid by the Customer under such Contract during the last 12 (twelve) months. Any other agreements or dealings between the parties shall not be included in the calculation of the total charges paid by the Customer during the last 12 (twelve) months.

7.3   Notwithstanding clauses 7.1 and 7.2 above, nothing in the Contract shall limit or exclude Origio's liability for any matter in respect of which it would be unlawful for Origio to restrict or exclude liability.

8   Customer's obligations

8.1   The Customer undertakes to Origio:

8.1.1   to ensure that the terms and contents of the Contract and any applicable information submitted by the Customer are complete and accurate;

8.1.2   to co-operate with Origio in all matters relating to the Software;

8.1.3   to obtain and maintain all necessary licences, permissions and consents which may be required for importing, re-exporting and/or using the Software and comply with all applicable laws and regulations, including health, safety, anti-corruption, anti-bribery and money-laundering laws and regulations;

8.1.4   to keep any instructions on use, maintenance and security and operator's manuals, supplied by Origio from time to time, with the Software at all times and use the Software in accordance with such instructions and manuals;

8.1.5   to provide documentation for the Customer's compliance with the terms of the License no later than five (5) calendar days from when so requested by Origio, and, where the Software includes any reporting functionality, to use such functionality to provide the documentation;

8.1.6   not to copy the Software except where such copying is incidental to normal use of the same or where it is necessary for the purpose of back-up or operational security;

8.1.7   not to rent, lease, sub-license or loan the Software, nor make the Software available as a service;

8.1.8   not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other software;

8.1.9   not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of any mandatory legislation) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software, and always provided that the information obtained by the Customer during such activities (i) is used only for the purpose of achieving inter-operability of the Software with another software, (ii) is not disclosed or communicated without Origio's prior written consent to any third party to whom it is not necessary to disclose or communicate it, and (iii) is not used to create any software which is substantially similar to the Software;

8.1.10   not attempt in any way to remove or circumvent any technical protection measures, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor possess for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorized removal or circumvention of such technical protection measures;

8.1.11   to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of the Software;

8.1.12   to include the copyright notice of Origio (or its licensors) on all entire and partial copies of the Software in any form;

8.1.13   to immediately install and use any free supplementary software code or update of the Software as may be provided by Origio from time to time, cf. clause 3.2;

8.1.14   not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, programme listings, object and source programme listings, object code and source code) to any person other than the Customer's employees who have reasonable need to have access to it for its lawful use without prior written consent from Origio; and

8.1.15   to comply with any additional obligations set out in the Contract.

8.2 If Origio's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"), then:

8.2.1 without limiting any other rights or remedies available to Origio, Origio shall have the right to suspend performance of its obligations under the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve Origio from the performance of any of its obligations;

8.2.2 Origio shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Origio's failure or delay to perform any of its obligations as set out in this clause 8.2; and

8.2.3 the Customer shall reimburse Origio on written demand for any costs or losses sustained or incurred by Origio arising directly or indirectly from the Customer Default.

9 Intellectual property rights

9.1 The Customer agrees and acknowledges that any and all intellectual property rights, including patents, copyrights and trademarks, contained in, comprised by, associated with or in any other way related to the Software and any documentation supplied with the Software, ("**Origio IP Rights**"), are the exclusive property of Origio or its licensors, and that the Customer has no rights in, or to, the Origio IP Rights other than the right to use them in accordance with the terms of the Contract.

9.2 To the best of Origio's knowledge, none of the Origio IP Rights infringe any third party rights. However, Origio does not make any warranty to that effect.

9.3 The Customer shall immediately give notice in writing to Origio if it becomes aware of (i) any infringement or suspected infringement of the Origio IP Rights, or (ii) any claim that the Software infringes the rights of any third party.

9.4 In respect of any matter that falls within clause 9.3, Origio shall in its absolute discretion decide what action to take in respect of the matter (if any) and shall conduct and have sole control over any consequent action that it deems necessary. The Customer shall, at the request and expense of Origio, take all such steps as Origio may reasonably require to assist Origio in maintaining the Origio IP Rights as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

9.5 If any claim is made, or in Origio's reasonable opinion is likely to be made, that the Software infringes the rights of any third party, Origio may at its sole option and expense:

9.5.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of the Contract;

9.5.2 modify the Software so that it ceases to be infringing;

9.5.3 replace the Software with non-infringing software; or

9.5.4 terminate the Contract immediately by notice in writing to the Customer and refund any of the license subscription fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

9.6 This clause 9 constitutes the Customer's exclusive remedy and Origio's only liability in respect of any claim that the Software infringes the rights of any third party and, for the avoidance of doubt, is subject to clause 7.

10 Data protection and data processing

10.1 Each party shall (i) comply with any obligations that it may have under applicable data protection legislation in connection with its performance of its obligations under the Contract and (ii) take all reasonable precautions to ensure that personal data is processed in a secure and proper manner.

11 Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, including any part or content of the Contract.

11.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract. The Customer shall not use Origio as a reference or use the name, trademark or logo of Origio for any purpose without Origio's prior written consent to such use in each case.

11.3 Notwithstanding clauses 11.1 and 11.2 above, each party may disclose the other party's confidential information or the existence or terms of the Contract to the extent required by applicable law, regulation or securities exchange rules. If and when a party becomes subject to such a disclosure requirement it shall, to the extent practicable, give prior notice of that disclosure requirement to the other party and cooperate reasonably, at the other party's expense, with the other party's efforts to resist that disclosure requirement or obtain confidential treatment for the disclosed information.

12 Termination

12.1 Each party may terminate the Contract with a written notice of three (3) months to the end of the current subscription period as set out in the Contract. Without limiting Origio's rights under clauses 5.4.3 and 9.5.4, and provided that the Customer complies with its obligations in the Contract, including by paying the applicable license subscription fee, Origio shall, however, not be entitled to terminate the Contract for a period of five (5) years from the subscription start date set out in the Contract.

12.2 Notwithstanding clause 12.1, and without limiting any other rights or remedies available to Origio, Origio may terminate the Contract with immediate effect by giving written notice to the Customer if:

12.2.1 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy the breach within 14 (fourteen) calendar days after receipt of notice in writing to do so;

12.2.2 the Customer takes any step or action in connection with its entering into administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

12.2.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

12.2.4 the Customer's financial position deteriorates to such an extent that in Origio's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

12.2.5 the Customer fails to pay any amount under the Contract on the due date for payment; or

12.2.6 there is a change of control of the Customer.

12.3 Without limiting any other rights or remedies available to Origio, Origio may suspend all further deliveries under the Contract or any other contract between the Customer and Origio in any of the events listed in clause 12.2.

13 Consequences of termination

13.1 Termination of the Contract, cf. clause 12, shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination.

13.2 If Origio terminates the Contract pursuant to clause 12.2 above, (i) the Customer shall immediately pay to Origio all of Origio's outstanding unpaid invoices and interest, (ii) the License shall automatically lapse, (iii)

the Customer shall immediately stop using the Software, and (iv) the Customer shall not be entitled to repayment of any already paid license subscription fee.

13.3   Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect, including clauses 6, 7, 9, 11 and 16.

14   Force majeure

14.1   Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, freight embargoes, breakdown of plant or machinery, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15   Miscellaneous

15.1   Origio may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Origio.

15.2   The Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

15.3   Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.4   No variation of the Contract shall be effective unless it is in writing and signed by the parties.

15.5   Any notice or other communication given to a party under or in connection with the Contract shall be in writing in English and shall be (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or (ii) sent by email to the most recent email address notified by the other party.

15.6   If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16   Governing law and jurisdiction

16.1   The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the Kingdom of Denmark, excluding its conflict of laws rules. Any application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is hereby excluded.

16.2   Any dispute arising out of or in connection with the Contract, including any disputes regarding the existence, validity or termination thereof, shall be finally settled by mandatory arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.

16.3   Nothing in the Contract or this clause 16 shall limit the right of a party to seek interim, protective or provisional relief in the courts of Denmark or elsewhere or to bring enforcement proceedings in Denmark or elsewhere or to bring debt collection proceedings in the courts of Denmark or elsewhere.

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