

SERVICE AGREEMENT
(Symbiosis™ and Prospekt-2™ systems)

The undersigned:

1. iChrom Solutions, established at Doubletree Center #376, 816 N Delsea Dr, Glassboro, NJ 08028, United States of America, duly represented by John E. Crutchfield, General Manager, hereinafter to be referred to as “**iChrom**”;

and

2. Customer, established at Customer address, duly represented by Customer contact, hereinafter to be referred to as “**Customer**”;
iChrom and Customer hereinafter also collectively to be referred to as “**Parties**”;

Whereas:

- a. Customer owns one or more instruments and/or systems developed by Spark Holland, with regard to which instruments and/or systems (system), Parties have agreed to enter into this Agreement with regard to the services to be provided by iChrom for instruments and/or systems covered by this agreement;

Have entered into the following agreement:

1. Definitions

Words in this Agreement that are written with initial capitals shall have the following meaning:

| | |
|-----------------------------|---|
| Agreement: | the present Service Agreement. |
| Annual Service Fee: | the annual fee to be paid by Customer to iChrom for all services with regard to the System to be provided by iChrom in accordance with the Service Level Parties have agreed upon, being: see <u>**</u> . |
| Certified Service Engineer: | Authorized iChrom Solutions Field Engineer, has successfully completed training on Spark Holland Symbiosis™ Customer Services including the following: <ul style="list-style-type: none">• Preventive Maintenance (PM)• Training of customers on following Topics:<ul style="list-style-type: none">• SparkLink™• Autosampler modules• High Pressure Dispenser module (HPD)• Automated Cartridge Exchange module (ACE)• LC pump modules• Familiarization of Symbiosis™ technology |

Certification as an iChrom Field Engineer requires a thorough understanding of procedures and requirements for Spark Holland Symbiosis™ systems. An iChrom Field engineer is authorized to act as the "performer" as outlined in the Spark Holland Symbiosis™ system Qualification Book.

Confidential: All terms and prices listed in this agreement are considered confidential and may not be disclosed to any other parties without the prior written consent of both parties.

Effective Date: **Acceptance date** - the start date of this Service Agreement, being the date of the Purchase Order is accepted by **iChrom Solutions**, or any other date mutually agreed on by both Parties. In the event that the system(s) has been off warranty or service contract coverage for more than 30 consecutive days, a Re-qualification Visit will be necessary. On the basis of the information obtained during this Re-qualification Visit, iChrom may accept the System in writing within *[one week]* after this visit. In case iChrom does not accept the System, no Service Agreement will be concluded unless the System can be brought into a condition that is acceptable for iChrom. In that case, the Effective Date of this Agreement is the date iChrom has reviewed the System again during another Preventive Maintenance Visit or Re-qualification Visit and has accepted the System. All costs involved in the work necessary to bring the System in a condition acceptable for iChrom, including all activities of iChrom, shall be charged to the Customer.

General Terms and Conditions: the most recent General Terms and Conditions as used by iChrom, which are applicable to this Agreement.

Help Desk: the help desk of iChrom which may be contacted by Customer (a) during Working Days for telephone information assistance with regard to the use of the System or (b) via e-mail or (c) via fax.

Loaner Unit: a Loaner Unit of the components of the System that will be offered by iChrom to Customer in case repair of the customer's component has to take place at an iChrom's approved location. Such Loaner Unit is a functional unit that allows the customer to continue operation during the repair, at iChrom's facility, of its original component.

Preventive Maintenance Kit: a kit provided by iChrom for Customer, which contains all necessary parts to perform Preventive Maintenance on the Customer's unit during a service visit.

Preventive Maintenance Procedure: the document as provided by iChrom to Customer, containing the procedures with regard to Preventive Maintenance.

- Preventive Maintenance Visit: annual visit by iChrom to Customer in order to check and, if necessary, restore the System's specifications, using the Preventive Maintenance Procedure.
- Service Level: the different levels of service provided by iChrom with regard to the Symbiosis or Prospekt – 2 System, consisting of Premier Care, Optimum Care or Operational Care as described in the articles 10 and 11 of this Agreement.
- System: the Symbiosis™ or Prospekt-2™ system(s) as described in Annex 1 of this Agreement, with regard to which the services as described in this Agreement are rendered by iChrom.
- Term of the Agreement: the duration of this Agreement as described in article 3 and agreed upon by both Parties.
- Working Day: Monday through Friday between 8:30 AM ET and 5:00 PM ET, excluding holidays observed by iChrom or holidays mutually agreed upon by Parties.

2 Subject of the Agreement; Service Levels

- 2.1 iChrom shall provide to Customer certain services as described in this Agreement with regard to the System(s) specified in Annex 1.
- 2.2 iChrom acknowledges 3 different Service Levels: ***Premier Care, Optimum Care*** and ***Operational Care*** which are described in the articles 10 and 11 of this Agreement. Parties have agreed to the following Service Level with regard to the System(s): **Optimum**.

3. Term of the Agreement; General Conditions

- 3.1 The term of this Agreement is 1 year, starting from the Effective Date. At the end of this Term of the Agreement, the Agreement will be terminated automatically. Optionally, Parties will discuss before the expiration of the initial Agreement whether a new Service Agreement will be entered into with regard to the System(s) and if so the conditions of such new Service Agreement. Such new Agreement must be signed before the expiration of this Agreement.
- 3.2 This Agreement is subject to the most recent General Terms and Conditions of iChrom. The most recent version at the date of this Agreement is attached to this Agreement as Annex 2. No general terms and conditions of Customer of any kind will be applicable to this Agreement. Customer acknowledges by signing this Agreement that he has received a copy of the General Terms and Conditions of iChrom and that he is aware of the contents thereof.

4. Prices and payment

- 4.1 For all services with regard to the System that are included in the Service Level that Parties have agreed upon, Customer shall pay to iChrom an Annual Service Fee. iChrom shall send Customer

a single invoice with regard to this Annual Service Fee, which invoice shall be paid by Customer within thirty days after invoice date at the account number indicated on the invoice.

- 4.2 All services with regard to the System that are excluded from the applicable Service Level shall be invoiced by iChrom to Customer after the finalization of such services, at the service rates then applicable. Payment of such invoices shall be made by Customer within thirty days after invoice date at the account number indicated on the invoice.

5. Service period

- 5.1 iChrom shall provide all services under this Agreement during Working Days. Requests from Customer to work outside these Working Days shall be invoiced separately to Customer in accordance with article 4.2.

6. Limitation of liability

- 6.1 iChrom shall not be liable for any direct or indirect damages of Customer. In any case, iChrom's entire liability shall be limited to all necessary repairs and adjustments to be made by iChrom to the System to maintain the System in good operation condition, taking into account the normal wear and tear of the System. If however after repeated efforts, iChrom is unable to keep the System in such condition, then iChrom's entire liability in contract, tort or otherwise is payment by iChrom of actual damages for the System not kept in good condition, but not exceeding the amount of the Annual Service Fee paid to iChrom for the System by Customer or the actual cost for Customer to restore the equipment to good operating condition, whichever is less.
- 6.2 iChrom shall not be liable for Customer's indirect, special, punitive, incidental or consequential damages or loss (including, but not limited to down time of instrumentation, loss of profit, revenues, business or anticipated savings and wasted expenditure) arising out of or under the Agreement, whether under contract, warranty or tort.

7. Responsibilities of Customer

- 7.1 Customer has the following responsibilities and obligations under this Agreement:
- a. to use the System in accordance with any specifications provided by iChrom, described in amongst others the Installation and Maintenance Guide and the User's Guide;
 - b. to allow iChrom full and free access to the System in order for iChrom to be able to provide the services under this Agreement;
 - c. to maintain all documentation and diagnostics with regard to the System in suitable condition and accessible to service personnel of iChrom.

8. Termination

- 8.1 This Agreement may be terminated by iChrom with immediate effect and without iChrom being obliged to pay any damages to Customer in the following cases:
- a. Customer is declared bankrupt or is granted a suspension of payment
 - b. the voluntary liquidation of Customer;

- c. Customer does not meet its obligations under the Agreement after having been given a notice of default with a reasonable period to remedy this breach of its obligations.
- d. Customer exposes the system to radioactivity, whether environmental or sample related.

9. Force Majeure of iChrom

- 9.1 iChrom shall not be liable for failure to perform its obligations hereunder due to Force Majeure. In such event, iChrom shall immediately give notice to Customer thereof and do everything reasonably possible to remedy the situation and resume performance of the Agreement as soon as possible and all date(s) on which performance by iChrom should have made or occurred shall be postponed for the duration of the event of Force Majeure.
- 9.2 The term Force Majeure shall mean, but not be limited to events such as war, strike, fire, natural disaster or other occurrence or circumstance outside the control of iChrom, provided such event effectively inhibits iChrom from fulfilling its obligations hereunder.

10. Service Level Premier Care

- 10.1 Service Level Premier Care, which Service Level is only available for Symbiosis™ Systems, includes the following services at the following conditions:
 - a. Telephone information assistance with regard to the usage of the System:

Customer may contact the Helpdesk of iChrom with regard to questions on the usage of the System during Working Days at the following telephone number: 1-609-799-7250. The iChrom Helpdesk can also be contacted via e-mail or fax.
 - b. Unlimited breakdown calls including labor and travel costs:

In case of a breakdown of the System or part of the System, Customer will inform iChrom thereof. Within five Working Days after such breakdown call, iChrom will inform Customer of the necessary repair activities, if needed after a visit of Customer by iChrom. Repair of the System will take place at Customer's premises or, if this is not possible, at the premises of iChrom. In case of repair at iChrom, iChrom will provide Customer with a Loaner Unit of the component of the System for the period of repair. All labor and travel costs involved in these breakdown calls are included in the Annual Service Fee.
 - c. Minor repairs with regard to the System will, at the discretion of iChrom, be performed by Customer itself, on the basis of a detailed description of the necessary actions provided to Customer by iChrom.
 - d. iChrom will provide all spare parts, except for when failures are caused by (i) a failure of Customer to provide a suitable installation environment for the System; (ii) damage as a result of usage of the System for other purposes than agreed upon in the license agreement with regard to the System; (iii) damage as a result of disasters such as fire, flood, wind and lightning; (iv) damage caused by unauthorized attachments or modifications; or (v) damaged to the system as a result of dropping items into the modules, or modules falling from benches, or in the course of moving the system by persons other than Certified Spark Field Engineers or (vi) any other abuse or misuse of the System by Customer, including improper installation or (vii) improper

installation of certain parts, i.e. High Pressure Dispenser (HPD) syringes must be installed by a Certified Spark Field Engineer. In any of these cases, the costs involved will be invoiced to Customer in accordance with Annex 4.

e. One annual Preventive Maintenance Visit, to be scheduled by iChrom after consultation with Customer. Preventive Maintenance Visits, at iChrom's discretion, may be performed together with a breakdown call. Additional Preventive Maintenance visits requested by Customer shall be invoiced separately to Customer in accordance with Annex 4.

f. A Preventive Maintenance Kit for the modules in the Covered System as needed.

g. Software upgrades

Upgrades include software updates resulting from problem resolution within the established version of software. New versions of software, i.e. for control through other vendors, are not covered and will be billed at regular prices.

11. Service Level Optimum Care

11.1 Service Level Optimum Care, which Service Level is only available for Symbiosis™ Systems, includes the following services at the following conditions:

a. Telephone information assistance with regard to the usage of the System:

Customer may contact the Helpdesk of iChrom with regard to questions on the usage of the System during Working Days at the following telephone number: 1-609-799-7250. The iChrom Helpdesk can also be contacted via e-mail or fax.

b. Unlimited breakdown calls including labor and travel costs:

In case of a breakdown of the System or part of the System, Customer will inform iChrom thereof. Within five Working Days after such breakdown call, iChrom will inform Customer of the necessary repair activities, if needed after a visit of Customer by iChrom. Repair of the System will take place at Customer's premises or, if this is not possible, at the premises of iChrom. In case of repair at iChrom, iChrom will provide Customer with a Loaner Unit of the component of the System for the period of repair. All labor and travel costs involved in these breakdown calls are included in the Annual Service Fee.

c. Minor repairs with regard to the System will at the discretion of iChrom be performed by Customer itself, on the basis of a detailed description of the necessary actions provided to Customer by iChrom.

d. iChrom will provide all spare parts, except for parts relating to wetted spare parts as defined in Annex 3 or when failures are caused by (i) a failure of Customer to provide a suitable installation environment for the System; (ii) damage as a result of usage of the System for other purposes than agreed upon in the license agreement with regard to the System; (iii) damage as a result of disasters such as fire, flood, wind and lightning; (iv) damage caused by unauthorized attachments or modifications; or (v) damaged to the system as a result of dropping items into the modules, or modules falling from benches, or in the course of moving the system by persons other than Certified Spark Field Engineers or (vi) any other abuse or misuse of the System by Customer,

including improper installation or (vii) improper installation of certain parts, i.e. High Pressure Dispenser (HPD) syringes must be installed by a Certified Spark Field Engineer. In any of these cases, the costs involved will be invoiced to Customer in accordance with Annex 4.

e. One annual Preventive Maintenance Visit, to be scheduled by iChrom after consultation with Customer. Preventive Maintenance Visits, at iChrom's discretion, may be performed together with a breakdown call. Additional Preventive Maintenance visits requested by Customer shall be invoiced separately to Customer in accordance with Annex 4.

f. A Preventive Maintenance Kit for the modules in the Covered System as needed.

g. Software upgrades

Upgrades include software updates resulting from problem resolution within the established version of software. New versions of software, i.e. for control through other vendors, are not covered and will be billed at regular prices.

12. Service Level Operational Care

12.1 Service Level Operational Care, which Service Level is available for both the Symbiosis Systems and the Prospekt-2 Systems, includes the following services at the following conditions:

a. Telephone information assistance with regard to the usage of the System:

Customer may contact the Helpdesk of iChrom with regard to questions on the usage of the System during Working Days at the following telephone number: 1-(609) 799-7250. The iChrom Helpdesk can also be contacted via e-mail or fax.

b. iChrom will provide all spare parts, except for parts relating to wetted spare parts as defined in Annex 3 or when failures are caused by (i) a failure of Customer to provide a suitable installation environment for the System; (ii) damage as a result of usage of the System for other purposes than agreed upon in the license agreement with regard to the System; (iii) damage as a result of disasters such as fire, flood, wind and lightning; (iv) damage caused by unauthorized attachments or modifications; or (v) damaged to the system as a result of dropping items into the modules, or modules falling from benches, or in the course of moving the system by persons other than Certified Spark Field Engineers or (vi) any other abuse or misuse of the System by Customer, including improper installation or (vii) improper installation of certain parts, i.e. High Pressure Dispenser (HPD) syringes must be installed by a Certified Spark Field Engineer. In any of these cases, the costs involved will be invoiced to Customer in accordance with Annex 4.

Thus agreed and signed for and on behalf of:

iChrom Solutions

Customer

Name: John Crutchfield

Name:

Title: General Manager

Title:

Place: Glassboro, NJ

Place:

Date: November 11, 2010

Date:

**ANNEX 1 to SERVICE AGREEMENT
(regarding Symbiosis and Prospekt-2 systems)**

DESCRIPTION OF THE SYSTEM

Module Serial Number
Service Contract Symbiosis-Pharma, System (Optimum):

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|--|-------|
| Reliance | 50017 |
| Stacker | 50017 |
| Iso Pump | 50045 |
| Grd pump | 50046 |
| HPD | 50064 |
| HPD-mix 1XSSM | |
| ACE, dual, feeder, 2 (ISS) | 50056 |
| Analyst Control Software for Symbiosis | |

ANNEX 2 to SERVICE AGREEMENT (Regarding Symbiosis and Prospekt-2 systems)

GENERAL TERMS AND CONDITIONS OF iChrom Solutions

THIS AGREEMENT, CONSISTING OF THESE TERMS AND CONDITIONS, SERVICES RATE SHEET, AND ORDER ACKNOWLEDGMENT IS BINDING UPON ICHROM SOLUTIONS, HEREINAFTER "SELLER", AND THE CUSTOMER, HEREINAFTER "BUYER", AND, ALONG WITH THE PURCHASE ORDER, IS THE ENTIRE AGREEMENT.

1. Definitions: "Goods are referred to in the following categories:

- a. "**Systems**" are component based instruments, or any individual component module, including autosampler, pumps, extraction units, column ovens, etc.
- b. "**Consumables**" are individual parts, known as spare parts, which may make up a component or are used in the process of operating any individual component or System. Consumables are deemed to be Goods.
- c. "**Repair services and documentation** supplied to fulfill the order requirements whether performed at Buyer's location or Seller's location.
- d. "**Site work**" shall include without limitation, field commissioning, start-up, installation, supervision, training, or consultation services furnished by the Seller.
- e. "**Goods**" are all the items purchase by this Purchase Order.
- f. "**Purchase Order**" shall mean, collectively, this Agreement entitled General Terms and Conditions and the attendant typed portion of the order.
- g. "**Manufacturer**" SPARK HOLLAND B.V., a Dutch corporation.

2. Order Processing: Orders can be received via fax or hard copy or our website www.ichrom.com.

- a. Orders for less than \$250.00 will be charge a handling fee of \$50.00
- b. Normal shipping of in stock items is within next day.
- c. Request for emergency shipments, that is same day shipment of in stock items, will be charged a handling fee of \$50.00
- d. New customers are required to show proof of credit history and are subject to approval before orders will be accepted.
- e. All Goods are manufactured by Manufacturer and sold by the Company. The Company is a distributor for Manufacturer.

3. Acceptance: The sale of Goods and site work is expressly conditional on Buyer's acceptance of Seller's terms and conditions as stated herein and on the typed portion of the Purchase Order. Unless otherwise specified in writing, all quoted prices are firm for ninety (90) days from the date of offer. Provided that Buyer has not previously accepted Seller's terms and conditions, Buyer's receipt of Goods or services shipped under this Agreement constitutes Acceptance of these terms and conditions.

4. Documentation: Seller shall provide Buyer with data/documentation. Additional copies of standard data/documentation or requests for special data/documentation will be made available to Buyer at additional cost. Documentation includes, but is not restricted to, specifications, user manuals, training materials, and other such data or artwork furnished to the Buyer or the Buyer's subcontractors. The definitions and restrictions set forth in the following subparagraphs apply regardless of the type of media on which the documents are provided.

A. **Document Classes:** Documentation shall comprise two classes:

Class 1 shall include all documents describing the standard functionality and operation of the Seller's products, commonly referred to as user manuals, which are not produced exclusively for the Buyer.

Class 2 shall include all documents produced by the Seller specifically for the Buyer for the purpose of facilitating the fair use of the Goods and services provided under this contract.

B. **Copyrights:** the Seller retains ownership of or rights to copyrights for all documents in all classes. The Buyer is granted a non-exclusive license to make, without further approval by the Seller, as many as 2 copies of any portion of a Class 1 document so long as the copied portion includes the copyright and trademark statements found on the title page of the original document and does not exceed more than 50 percent of the document content. The Buyer is further granted a non-exclusive license to make as many as 5 copies, in whole or in part, of any Class 2 document so long as the copied portion includes the copyright and trademark statements found on the title page or title block of the original document.

C. **Trademarks:** The Buyer is granted a non-exclusive license to use the Seller's and/or Manufacturer's trademarks in documentation produced by the Buyer for the purpose of facilitating the intended use of the Goods and services provided under this contract so long as the trademarks are treated in a manner that is consistent with applicable Dutch and United States of America trademark laws and clearly identified as trademarks of the Seller or Manufacturer, as the case may be. A list of said trademarks is available upon request of the Buyer. Documents provided to the Buyer, or copies of copyrighted material(s) made by the Buyer under the provisions set forth in subparagraph "B" above may be used by the Buyer or the Buyer's subcontractors only for the purpose of facilitating the intended use of the Goods and services provided under this contract. Said documents contain information considered to be the Seller's confidential and proprietary property, and may not be disclosed to any other third party without written permission of the Seller.

5. Termination and Suspension: Buyer may terminate this Agreement upon thirty (30) days written notice to Seller, subject to all reasonable charges, which charges shall be solely determined by Seller. Prior to the equipment having been shipped, Buyer may cancel any order by written notice sent to Seller at its offices, subject to the following conclusive charges to be paid immediately by Buyer, including but not limited to the following:

A. Actual cancellation charges imposed by Seller's vendors with respect to any products or materials.

B. Actual production status of manufactured parts and assemblies in the process of being manufactured by the Manufacturer for Seller.

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Revision 3.0, dated 1 April 2010

Contract cancellation charges are based on the time the cancellation is made with respect to work in progress.

6. Tax: All government charges upon the services tendered by this Agreement, including, but not limited to, sales, use, occupation, VAT, income, export and import taxes, shall be paid by Buyer or, in lieu thereof, Buyer shall furnish Seller with a tax exemption certificate acceptable to the authority imposing the tax on Seller. Any applicable customs fees, visa fees, brokerage fees, work permits, work taxes, or other taxes related to the project will be invoiced at cost.

7. Credit: The amount of credit offered by Seller to Buyer is contingent upon Seller's sole opinion of Buyer's capacity, ability, and willingness to promptly pay for Goods and services received under the terms of this Agreement. Provided that, if in Seller's sole opinion, there is a material adverse change in Buyer's financial condition and/or Buyer has not, within the agreed time, fully paid for Goods and services previously supplied under this and/or another Agreement(s) with Seller, Seller reserves the right to revoke Buyer's credit and/or suspend performance on this and/or other orders for Goods and services, in Seller's sole discretion.

8. Shipment, Risk of Loss and Deliveries: With the exception of resale products as defined in Clause 9 below, all sales are either Ex-works (F.O.B.) Manufacturer's Factory or F.O.B. Company's warehouse. Shipping contracts made by Seller or Manufacturer shall be to Buyer's account. All claims for loss or damage after risk of loss has passed to Buyer shall be filed by Buyer with the carrier. Buyer shall be liable to Seller for the full price of the Goods, irrespective of loss or damage in transit. Seller shall not be required to provide freight cost receipts to Buyer at the time of invoice.

A. Transportation Expenses: Transportation expenses shall be paid by the Buyer. Full insurable values shall be declared with the resultant insurance premiums being paid by Buyer. Shipping charges shall be prepaid by Seller and added to the Buyer's invoice at cost, unless otherwise specified by Buyer.

B. Deliveries: Delivery of any installment of Goods within 30 days after the delivery date specified by Seller shall constitute a timely delivery. Thereafter, delivery shall be deemed timely unless prior to shipment Seller has received written notice of cancellation, subject to paragraph 4. Untimely delivery of one (1) installment shall entitle Buyer to cancel that installment only. Unless otherwise specifically expressed, partial shipments shall be deemed acceptable.

9. Payments: Seller offers no discount periods. All payments are due 30 days after the invoice date. All payments must be made in United States currency. A monthly service charge of 1.5% may be charged on amounts owed by Buyer to Seller that have not been paid within 30 days of invoice date, subject to maximum amount permitted by law. However, if it is judicially determined that the service charge is in excess of what is permitted by law, the service charge shall be reduced to the maximum amount permitted under such law. Charges for work performed by Seller's representative(s) at Buyer's site shall be based on time sheets used for such work. Failure of the Buyer's representative to sign time sheets of the Seller's representative shall not preclude payment for services rendered.

10. Resale of Other Products: "Resale Products" are goods (that are sold by the Company) which are not manufactured by the Manufacturer and which are supplied as an accommodation to Buyer. Company's responsibility for Resale Products is limited to reasonable commercial effort to arrange for procurement and shipping. Unless otherwise agreed, all prices are F.C.A. Resale Product manufacturer's factory. Standard documentation shall be only as supplied by the Resale Product manufacturer.

SELLER MAKES NO WARRANTY FOR RESALE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE WARRANTY SHALL BE THAT OF THE RESALE PRODUCT MANUFACTURER.

Buyer agrees that Seller has no liability for Resale Products beyond the services within Seller's direct control necessary to reasonably discharge the above stated responsibility and that Seller shall not be liable for delays caused by Resale Product manufacturer. Buyer further agrees that Buyer's SOLE AND EXCLUSIVE REMEDY for Seller's breach of the stated responsibility shall be limited to the difference between the Resale Product manufacturer's price to Seller and Seller's price to Buyer for resale products in such breach.

11. Limited Warranty: Seller assigns the Manufacturer's warranty to Buyer. THE ATTACHED LIMITED WARRANTY OF MANUFACTURER AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REMEDIES. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON ANY LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMERS, INJURY TO PROPERTY AND, UNLESS PRECLUDED UNDER APPLICABLE LAW, BODILY AND PERSONAL INJURY.

Seller warrants that services will be performed in accordance with good industry principles and practices. Seller will ensure that personnel performing services will have the ability and experience for proper, efficient, and professional performance.

***Consumables:** Certain parts are only warranted when they are installed by a Certified Spark Field Engineer. Installation by anyone else will void all warranties. Please verify terms for all syringes.

12. Force Majeure: Seller shall not be liable to Buyer or any third party for any failure or delay in performance of any obligation under this Agreement if directly or indirectly caused by or resulting from force majeure, including, without limitation, any act of God, government act or regulation, judicial act or order, outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, climatic conditions, fire, flood, explosion, accident, theft, shortage of materials, energy shortage, delay or failure of carriers, subcontractors or suppliers, strike or other labor difficulty, lock-out or trade dispute and or any other events or circumstance (whether or not of the same or similar kind to those enumerated) beyond the reasonable control of Seller.

13. Software Provisions: If software is provided under this Agreement, Buyer is granted a non-exclusive, royalty free, 12-month license only for Buyer's use of Seller's software provided with the Seller's system. Under this license Buyer may:

- (a) Use Seller's software with the Seller's system provided;
- (b) Copy the Seller's software into any machine readable or printed form for back up in support of Buyer's use of the Seller's software on the Seller's system provided;
- (c) Create one additional copy of the software for archival purposes only.

Upon expiration of the license Buyer shall return the software, including the copy, to Seller.

14. Patents: Seller shall defend and indemnify the Buyer against any actions of third parties based on claims that the Goods manufactured by Seller constitute an infringement of a valid patent of the Netherlands, or any other applicable country, for the benefit of such third parties, provided that Buyer notifies Seller in writing of any such claim within five (5) days thereof and thereafter gives necessary authority, information and assistance to Seller for the defense of such action. In the event that the Goods manufactured by Seller are held to be infringing in such action and their use is enjoined, Seller shall, at Seller's expense, modify Goods so they become non-infringing, or, if modification is not possible, refund the Buyer purchase price for the hardware and software items that are infringing and remove them at Seller's sole expense. Buyer agrees that Seller shall not be liable and that Buyer shall fully indemnify Seller if infringement is based upon the use of the Goods in connection with Goods not manufactured by Seller or in a manner for which the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

15. General Provisions:

(a) Neither party shall have the right to assign its rights or obligations under this Agreement except with the written consent of the other party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either party, shall acquire all interest of such party hereunder. Any prohibited assignment shall be null and void.

(b) There are no understandings, Agreements or representations, expressed or implied, not specified in this Agreement, with the exception of written contracts stating specifically that the contract overrides these terms and conditions and is signed by a duly authorized officer of Seller.

(c) No action, regardless of form arising out of transactions under this Agreement, may be brought by either party more than two (2) years after the event giving rise to the cause of action has occurred.

(d) No representative of Seller has any authority to modify these terms and conditions unless the modification is contained in a written instrument signed by a duly authorized officer of Seller.

(e) This Agreement is formed and shall be construed under the laws of the State of New Jersey, United States of America.

(f) All stenographic, typographical and clerical errors in quotations, price lists, services rate sheets or specifications may be corrected at any time by Seller.

(g) If Goods supplied hereunder are used in a nuclear power generation facility, Buyer fully indemnifies Seller pursuant to Seller's Standard Nuclear Liability Form.

(h) Any controversy or claim arising under or in relation to this Purchase Order shall be settled by arbitration in the County of Camden, State of New Jersey, in accordance with the laws of the State of New Jersey and the rules of the American Arbitration Association. The award of the arbitrator(s) shall be final and binding on the parties. Buyer and Seller consent to the jurisdiction of the courts of the state of New Jersey for the purpose of commencing, conducting and enforcing the arbitration proceeding and for any other matter relating to this Purchase Order to the extent that it is not subject to this arbitration provision and further consent that any process or notice of motion or other application to the court or judge thereof may be served outside the state of New Jersey by registered or certified mail or by personal service.

16. Insurance: At Buyer's request, Seller shall furnish Buyer with certificates of insurance demonstrating the Seller's insurance coverage. Such certificates shall contain a statement that the insurance coverage shall not be changed or canceled without at least thirty (30) days prior written notice to the Buyer.

17. Limitation of Liability: Seller's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the Goods, services, software, documentation, or Site work supplied under this Agreement, shall in no event exceed the purchase price of the applicable item(s).

18. General Indemnification: Seller agrees to defend, indemnify, and save harmless Buyer from any claims for bodily injury or property damage, and any costs, expenses, or damages incurred as a result thereof, which are based solely on the gross negligence or intentional misconduct of Seller and its executive staff.

19. Nonwaiver: Any failure by any party to strictly enforce the terms and conditions as stated in this Agreement or to exercise any rights acquired hereunder shall not constitute a waiver of such terms or rights and shall not affect the right of the party to enforce or exercise such terms or rights in the future.

20. Severability: If any one or more of the provisions or subjects contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable, it shall not affect the validity and enforceability of any other provisions or subjects.

21. Site work Provisions: In addition to the foregoing paragraphs, the following provisions shall also apply to any and all services performed by Seller's personnel at the Buyer's designated location. Applicable rates will be charged for Site work based on the Seller's Services Rate Sheet in effect at the time the service is performed, unless otherwise agreed in writing by the Seller.

(a) **Safety:** Buyer shall ensure that Seller's personnel are not exposed to unreasonable hazards on or in the vicinity of the worksite. Buyer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the worksite. Seller shall ensure that Seller's personnel will comply with the Buyer's documented safety regulations provided to the Seller while on the worksite. Seller shall ensure that Seller's personnel are provided with basic safety training for the normal work environment. Site specific training shall be provided at the Buyer's expense.

(b) **Hazardous Locations:** Seller reserves the right to refuse to dispatch personnel to worksites threatened by warfare, terrorist activities, or other unsafe conditions as determined by the Seller's management. A variety of factors will be considered in determining whether a location is hazardous, including whether the country within which the work is to be performed is under a "Travel Warning Status" as determined by the United States of America's government. Seller reserves the right to recall personnel if the worksite does not meet reasonable health and safety standards.

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(c) Living Conditions: If meals and living accommodations are provided by the Buyer, Seller reserves the right to recall the Seller's personnel if the accommodations and meals are not suitable (as determined by the Seller's management). Seller reserves the right to make alternate arrangements if other accommodations are available.

(d) Seller's Personnel on Worksite: Seller reserves the right to determine the number of Seller's personnel required for implementation of a project. All costs for the Seller's personnel on worksite shall be paid by the Buyer.

(e) Communications Access: Buyer shall provide at no cost to Seller unlimited access to telephone, fax, and data transmission lines to the Seller's personnel on worksite for communicating with the Seller's office for purposes associated with the required work.

**ANNEX 3 to SERVICE AGREEMENT
(Regarding Symbiosis and Prospekt-2 systems
Non-covered Wetted parts)**

ACE Symbiosis Pharma

| Part number | Description |
|--------------------|-----------------------------------|
| 3796.043 | Valco rotor seal for C2-2006 |
| 3796.044 | Valco stator for C2-2006 |
| 0044.211 | Alignment bush |
| 0042.937 | Punch short |
| 0044.254 | Punch thin |
| 0044.204 | Centering ring |
| 3796.020 | Valco ferrule 1/16" |
| 3796.021 | Valco nut 1/16" |
| 6477.105 | Punch spring washer |
| 3796.129 | Rotor seal C2-2006 internal T |
| 0100.300 | Symbiosis Pharma fixed tubing set |

HPD Single

| Part number | Description |
|--------------------|------------------------------|
| 3796.121 | Stator C5-2006 |
| 0730.703 | Syringe replacement assembly |
| 3796.120 | Valco rotor seal for C5-2006 |
| 3796.008 | Solvent filter |
| 0796.711 | Valve unit short wiring |

HPD Dual

| Part number | Description |
|--------------------|------------------------------|
| 3796.121 | Stator C5-2006 |
| 0730.703 | Syringe replacement assembly |
| 3796.120 | Valco rotor seal for C5-2006 |
| 3796.008 | Solvent filter |

Reliance ISS

| Part number | Description |
|--------------------|---|
| 3796.043 | Valco rotor seal for C2-2006 |
| 3796.044 | Valco stator for C2-2006 |
| 0930.710 | Buffer tubing 500 uL Tefzel |
| 0900.718 | Air prepuncturing needle |
| 3796.136 | Syringe valve stator C5-3006D |
| 3796.137 | Syringe valve rotor seal C5-3006D |
| 4400.000 | Syringe 1000 uL |
| 0900.328 | Sample needle SS with Valco conn. |
| 0900.329 | Serum Sample needle SS with Valco conn. |
| 0930.760 | Syringe - Syringe valve tubing |
| 0930.761 | Syringe valve - transport position tubing |

Elution Pump

| Part number | Description |
|--------------------|---|
| 3798.001 | Inlet check valve assembly |
| 3798.002 | Outlet check valve assembly |
| 3798.003 | Pump seal |
| 3798.005 | Line filter |
| 3798.004 | Plunger holder assembly |
| 3798.011 | Solvent reservoir SS |
| 3798.009 | Diaphragm (pck/2) |
| 3798.107 | Degasser chamber with front connections |
| 3798.110 | mixing filter |

Midas

| Part number | Description |
|--------------------|------------------------------|
| 0830.303 | Sample needle assembly |
| 0830.304 | Serum sample needle assembly |
| 0900.710 | Buffer tubing 500 uL |
| 0830.718 | Air needle |
| 0830.711 | Serum air needle |
| 2140.151 | Syringe valve |
| 3796.043 | Valco rotor seal |
| 3796.044 | Valco stator for C2-2006 |
| 4400.250 | Syringe 250 uL |