

Service Plan Subscription Agreement

1. Definitions

- (a) "SPS" means Service Plan Subscription, which is the subject of this agreement.
- (b) "Provider" means the organization responsible for providing the services, described herein, to subscribers, and to whom subscribers have remitted the appropriate subscription fees.
- (d) "Subscriber" means a single lab or research group that has remitted the appropriate subscription fee to the Provider.
- (b) Software means the compiled object code software noted on the attached invoice/quotation, for which this Service Plan Subscription is applicable. This SPS shall be considered separate from any other any other service plan, even if the Subscriber has an SPS for a related software.
- (a) Manufacturer means the organization that researches and develops the Software.
- (c) "Authorized Recipient" means an employee, faculty member, staff member, or student who is officially affiliated with the Subscriber and is also an authorized user of the Software, adhering to the terms and conditions of the End User License Agreement for the Software.

2. Scope of License

The SPS entitles Subscriber, during the term of the subscription, to:

- Upgrades to the Software, as may be released by Bioinformatics Solutions Inc. to the general public from time to time at the sole discretion of Bioinformatics Solutions Inc.
- Technical support on the software by Provider, or Provider's agent, via telephone or internet.
- Patches to the Software between official releases of the Software, if a bug is found and reported to Provider and is fixed before the next official release.

3. Initial Term

A new SPS can only be obtained upon the purchase, or within 3 months of the purchase, of Software. A new SPS will become effective immediately following receipt of the subscription payment, or purchase order. If a new SPS appears on the same invoice as Software purchase, the new SPS will become effective immediately following receipt of the Software payment, or purchase order. Unless otherwise stated on the invoice drafted by Provider for Subscriber, the subscription will be in effect for twelve months as of that date.

4. Renewing an existing SPS

The SPS and this agreement will remain in effect after the initial term for successive years so long as annual subscription fees are paid. Subscription renewals must be paid on or before the renewal date or the subscription will immediately expire. Either party may terminate this agreement, effective on the next renewal date, by at least 30 days written notice to the other party. At the option of the subscriber, the SPS may be extended for more than one year, to a maximum of three years.

5. Renewing an expired SPS

An expired SPS may only be renewed within 6 (six) months of its expiry date, and the effective term of the renewed SPS will be as though Subscriber had renewed before the expiry date. In other words, there will be no blank period; the renewal will be effective retroactively, to begin the day after it was last active. Upon renewal, Subscriber will be entitled to any upgrades to Software that were released during the period of lapse.

If the SPS is not renewed within 3 months of its expiry date, it cannot be renewed. An upgrade package for Software must be purchased in order to obtain a new SPS, with one year initial term.

3. Fees

The annual fee for SPS will be proportional to the then current list price for the Software, according to the following rates: 25% of list price for a one year subscription, 40% of list price for a two year subscription and 55% of list price for a three year subscription.

When purchasing an upgrade package for Software, a former subscriber will pay no less than 40% and up to 75% of the then current list price for Software. The exact amount shall be at the sole discretion of the Provider, and shall depend on the length of time since the last upgrade. Upon purchasing an upgrade package for Software, a new, one year initial term SPS will be granted to Subscriber.

Fees may be raised or lowered by written notice to the subscriber, given at least three months notice before the renewal date.

5. Access to the Service

The Subscriber shall appoint at least one individual that the Provider may contact for the purpose of providing the services described herein. The Subscriber shall appoint at least one individual that the Provider may contact for the purpose of arranging payment for SPS renewal. The Subscriber shall be responsible for maintaining with the Provider current contact information for the individual (these individuals).

The Provider shall make its contact information publicly available, such that any Authorized Recipient can request service or support on Software. The Provider may require that Authorized Recipients identify themselves as such, by stating their name and affiliation, before service is provided. The Subscriber shall cooperate with Provider in the implementation of additional security procedures as they are developed.

6. Suspension or Termination of Service

In the event of a material breach of the Software's End User License Agreement by the Subscriber, the Subscriber shall immediately cease using the Software and this Agreement shall terminate. Termination of this agreement does not constitute termination of the Software's End User License Agreement.

7. Representations and Warranties

(a) The Manufacturer has made and will make good faith efforts to ensure that the Software is complete and error free. However, because of the unpredictable and subtle variations between computer systems and experimental conditions, the Provider does not warrant that the Subscriber's

use of the Software will be uninterrupted or error-free, or that the results obtained will be useful or will satisfy the user's requirements.

(c) The Subscriber may request the services outlined herein at any time. The Provider will respond to requests within one business day, and within normal business hours in Provider's time zone. The Provider will not be liable for any delay, down time, or other failure of performance, but will use reasonable efforts to correct any performance problem brought to its attention.

(d) The Provider will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the service or materials provided hereunder.

(e) The Provider makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. The Provider further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

(f) The Subscriber shall be responsible for all claims, costs, demands, expenses, and liabilities, including reasonable attorney's fees, resulting from: (i) breach of this Agreement by the Subscriber; and (ii) the Subscriber's negligent use of the Software, if directed by a Court of Law.

8. Miscellaneous

(a) The subscriber may not assign or transfer rights under this agreement.

(b) All notices given pursuant to this Agreement shall be in writing, and may be delivered by hand or by overnight carrier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

9. Acceptance

Submission of payment, or a signed purchase order, for the SPS or the Software that it comes with, constitutes acceptance of this agreement. By submitting such an order or payment, the Subscriber certifies that they have read and agree to be bound by all terms and conditions of this Agreement and that they are authorized to accept this agreement on behalf of their institution.