

atSpiro General Terms

SCOPE AND APPLICABILITY

atSpiro ApS (Danish Reg. No. 40797084), c/o Alfa Laval, Maskinvej 5, DK-2860 Søborg, Denmark (hereinafter referred to as "atSpiro") is developing technologies for improving biotech research and related data collection and analysis (hereinafter referred to as "Technologies"). atSpiro also develops and sells products which comprise the Technologies (hereinafter referred to as "Products") and single-use components (hereinafter referred to as "Components") to be used with the Products.

Unless otherwise expressly agreed in writing, only these General Terms (hereinafter referred to as "Agreement") shall apply between atSpiro and its Customers with respect to the sale and usage of the Products and Components. Unless explicitly stated otherwise in writing by atSpiro, these General Terms shall constitute the entire agreement between the parties and shall supersede any prior agreements between the parties. For clarity, Customer hereby agrees and acknowledges that it shall use the Products and Components only in accordance with these General Terms and only as additionally agreed by the parties in writing.

PROTOTYPES

To allow the Customer early access to the Products and Components, atSpiro may provide one or more prototypes of the Products and Components (hereinafter referred to as "Prototype") to the Customer. The Customer may use the Prototype in accordance with its intended use, as well as for testing and evaluation. For the avoidance of doubt, Customer is not allowed to incorporate the Prototype in Customer's own technologies or products, or to reverse engineer, disassemble, decompile or in any other way change or affect the Prototype. Customer agrees not to assert any claim, patent or otherwise, to the usage or sale of Technologies, Products or Components.

The Customer shall take responsibility for adequate storage of the Prototype in accordance with atSpiro's requirements and instructions.

The Customer acknowledges that the Prototype is provided "as is". atSpiro does not make any representation, warranty or guarantee of any kind, express or implied, as to satisfactory results based upon

reliance on the Prototype, non-infringement of third party's intellectual property rights, or otherwise with regard to the Prototype, and disclaims all liability for any loss or damage resulting from the use of the Prototype.

DELIVERY

Unless otherwise explicitly agreed in writing, the Products and Components are delivered Free Carrier (Incoterms 2010) atSpiro's premises in Søborg, Denmark.

Any delivery date shall only be binding if explicitly agreed in writing. In any case, time of delivery shall not begin before all details regarding the purchase order have been agreed on and not before the purchase order has been confirmed by atSpiro.

Any delivery date shall be considered extended by the period of time during which the Customer fails to comply with its obligations towards atSpiro.

If atSpiro undertakes to engage a freight forwarder on Customer's behalf, the passing of the risk and other consequences of the Free Carrier delivery term shall not be altered thereby.

If atSpiro realizes that an agreed delivery time cannot be met, atSpiro shall inform the Customer and indicate the expected duration of the delay. The parties shall initiate reasonable remedial measures. If delivery cannot be completed within a reasonable grace period agreed by the parties, Customer shall as its sole remedy be entitled to cancel the purchase with a written notice of 4 weeks, provided that the delivery has not been completed before the expiration of the notice.

With respect to continuous deliveries, the Customer shall not be entitled to cancel purchase orders which are not delayed. atSpiro shall not be obliged to accept new purchase orders unless otherwise agreed in writing.

PRICES AND PAYMENT

All prices are exclusive of any applicable sales or value added taxes as well as transportation and insurance charges. Such taxes and charges will be stated separately on invoices. Unless explicitly agreed otherwise in writing, the Products and Components are invoiced upon delivery. In case of partial deliveries, each partial delivery may be invoiced upon submission to the Customer. All payments shall be made no later than 15 days from the receipt of the invoice unless a later payment date is written on the



invoice.. On delayed payments an interest of 1.5% per commenced month is accrued.

CONFIDENTIALITY

Any information, such as, but not limited to, information on intellectual property, products, processes, technology, devices, results, prices, and any physical material of a party that is (i) indicated to be confidential, and either (ii-a) marked "confidential" or (ii-b) confirmed in writing within 1 week to be confidential, or (iii) obviously of a confidential nature to the receiving party (hereinafter jointly referred to as "Confidential Information"), shall be treated and maintained as confidential by the receiving party.

Information that is, or without breach of the above obligations becomes, part of the public domain; information already in the possession of a party; information received from a third party who was entitled to disclose such information; and information independently developed, shall be excluded as Confidential Information.

The receiving party shall not disclose disclosing party's Confidential Information to any third party, nor enable any third party to benefit therefrom, and the receiving party shall take reasonable measures against inadvertent or unauthorized disclosure of disclosing party's Confidential Information.

The duty of confidentiality shall last 5 years after each disclosure, unless a longer duration has been agreed in writing prior to disclosure. Notwithstanding the foregoing, the above obligations of each party to keep confidential and refrain from using any trade secret of the other party shall remain in effect for as long as such information shall remain a trade secret under the applicable law. Notwithstanding the above atSpiro may use Customer's Confidential Information, subject to the duty of confidentiality, for providing support to the customer, for internal quality assurance and quality control, and to make improvements to the Technologies, Products and Components, unless specific restrictions have been agreed in writing.

Unless otherwise agreed in writing both parties are entitled to use the other's name and logo on their website, in presentations, and in press releases.

INTELLECTUAL PROPERTY RIGHTS

atSpiro retains all intellectual property rights to the Technologies, Products and Components as well as to any patent or trademark therein, and to any invention, technology, software, concept, algorithm, technique,

process, design, know-how, model, method or other technological advancement or improvement incorporated therein or related to operating the Technologies, Products and Components.

Nothing in these General Terms shall constitute or imply any transfer of, or grant of license to, any intellectual property right which atSpiro may have, unless agreed explicitly in writing by atSpiro.

INFRINGEMENT OF THIRD PARTY'S RIGHTS

In the event of third party's claims against Customer because of breach of said third party's alleged intellectual property rights in using the Products and/or Components in accordance with the Agreement, atSpiro shall be responsible for obtaining the right for Customer to continue using the Products and/or Components, but only provided that the Customer immediately notifies atSpiro in writing of any such claim or action and provides the entire necessary information and reasonable assistance. In any event, atSpiro shall have the sole control and authority over the defense or settlement of such claim. If despite atSpiro's commercially reasonable best efforts, further usage of the Products and/or Components by the Customer proves to be impossible, the Customer may as its sole remedy claim a refund of the purchase price. For the avoidance of doubt, the above states atSpiro's sole liability for third party's intellectual property rights infringement and atSpiro shall have no other obligations towards the Customer regarding any alleged or actual infringement of third party's rights.

WARRANTY

atSpiro warrants that upon delivery and for a period of 24 months from the date of delivery the Products and 12 months from the date of delivery the Components purchased hereunder will conform to the usual standards for similar products and components and shall be free in material defects in workmanship, material and design under normal use.

The warranty provided herein does not cover damage or loss caused by: (i) Customer's failure to follow or conform to atSpiro's instructions for deployment, operation and maintenance of the Products and/or Components; (ii) Customer's misuse, abuse, mishandling, negligence, improper storage, exposure or disposal of the Products and/or Components, including without limitation usage with incompatible components, products or materials (iii) damage during shipment of any Products and/or Components after delivery by atSpiro (iv) fire, flood, accident, actions of third parties, including actions of



employees of the Customer or any other person acting on Customer's behalf or under Customer's control, or any other event outside atSpiro's control.

atSpiro's sole liability for breach of warranty shall be limited, at atSpiro's own discretion, to (i) the repair of the Products and/or Components, (ii) the replacement of the Products and/or Components, (iii) the refund of the purchase price.

atSpiro makes no other warranty, express or implied, with respect to the Products and/or Components delivered hereunder, and the warranty set out in this section constitutes atSpiro's sole obligation in respect to any lack of conformity of the Products and/or Components delivered hereunder.

LIMITATIONS OF LIABILITY

atSpiro shall in no event be liable for any special, incidental, indirect, exemplary or consequential losses or damages, including but not limited to loss of opportunity, use, income, profit or customers, business interruption costs, removal and/or reinstallation costs, re-procurement costs, loss of data, or injury to reputation (whether due to defects or delays), nor shall atSpiro be liable for any loss or damage caused by the wrongful or inadequate storage, use, handling, exposure or disposal of the Products and/or Components, and any use or exposure of the Products and/or Components which the Products and/or Components could not reasonably be expected to withstand.

atSpiro is not liable for any claims based on compliance or compatibility of the Products and/or Components with Customer's own or third-party's components, products or materials.

For the avoidance of doubt, atSpiro disclaims all liability for the quality and safety of Customer's products for production of which the Products and Components are used.

In no event shall atSpiro's liability, whether in contract, warranty, tort or otherwise, exceed the amount paid by the Customer to atSpiro for the Products and Components. No claim may be brought against atSpiro later than 12 months after atSpiro's delivery of the Products and/or Components.

INDEMNIFICATION

Customer shall be entirely responsible for the use to which it puts the Products and Components. Customer assumes all liability for damages which may arise from Customer's usage, storage, handling, or disposal of the Products and/or Components. Further, Customer shall indemnify

and hold atSpiro harmless from and against any and all demands, claims, penalties, liabilities, causes of action, suits, damages, judgments, losses, costs and expenses (including cost of defense, settlement and reasonable attorneys' fees) arising out of injury to or death of any person or damage to or the loss or destruction of any property (including in all cases loss of use of such property) on or in proximity to Customer's premises caused by, resulting from or in any way connected with the use, handling, storage or disposal of the Products and/or Components or arising from any obligation of Customer hereunder. Upon request of atSpiro, the Customer shall promptly defend any such demand, claim, and cause of action or suit.

FORCE MAJEURE

atSpiro disclaims liability for any delay or failure to perform, either wholly or in part, or for any losses and damages, if such delay or failure, loss or damage results from fire, explosion, earthquake, eruption, casualty or accident, lack or failure of transportation facilities, epidemic, storm, flood, drought, or other natural disaster, or by reason of war, civil unrest, riot, blockade or embargo, strike, lockout, theft, third party's actions, any inability to obtain any requisite license, permit or authorization, or by reason of law or requirement of any government, or any other condition beyond atSpiro's reasonable control. All such causes entitle atSpiro to a release from or reasonable postponement of the performance of its duties. However, the Customer shall be entitled to terminate pending purchase orders if the delay has exceeded 3 months, provided that delivery has not taken place within 1 month after submission of the termination notice.

TERMINATION AND CANCELLATION

In the event that the Customer breaches its obligation under these General Terms, atSpiro is entitled to terminate the Agreement immediately by sending a written notice (including email) to the Customer.

If the Agreement is terminated due to Customer's breach of it, atSpiro is entitled to claim compensation for any expenditures made in relation with the performance of atSpiro's obligations under the Agreement prior to such termination.

If it becomes apparent to atSpiro that a successful delivery is unlikely, atSpiro may cancel the Agreement without being liable for any damages or losses which the Customer may suffer in connection with such cancellation.

NO WAIVER

No waiver of any provision of these General Terms will constitute a waiver of any other provision(s) or of the same provision on any other occasion. Failure of either party to enforce any provision of these General Terms will not constitute a waiver of such provision or any other provision(s) of these General Terms.

ASSIGNMENT

The parties' rights and obligations under these General Terms may not be assigned without the approval of the other party, except that atSpiro shall be entitled to assign its rights and obligations to its subsidiaries or successors or a purchaser of all or the majority of atSpiro's assets and activities.

SEVERABILITY

If any provision of these General Terms is considered invalid or illegal or cannot be enforced under the applicable law or by any applicable court, it will be interpreted according to the applicable law in such a way that it reflects the original intentions of the parties as nearly as possible. The other provisions of these General Terms remain valid and enforceable.

SURVIVAL OF CERTAIN PROVISIONS

All obligations, liabilities and limitations that, by their nature, are intended to survive expiration or termination shall remain in effect beyond any expiration or termination of these General Terms and any agreement of which they are part of.

GOVERNING LAW AND JURISDICTION

These General Terms shall be governed by and will be construed in accordance with Danish law without giving effect to any choice of law or conflict of law provisions.

Unless the parties agree otherwise, any dispute arising out of or in connection with these General Terms shall be finally settled by arbitration in Copenhagen, Denmark, in accordance with the Rules of Procedure of the Danish Institute of Arbitration. Notwithstanding the above, atSpiro reserves the right to bring any such dispute before the competent court of the country in which the Customer is domiciled. Without prejudice to the above, atSpiro is entitled to seek any interlocutory remedies, including, but not limited to, injunctive relief, available under the applicable law or similar remedies available under foreign legislation before any other court which would have jurisdiction if this section had not been incorporated into these General Terms.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these General Terms.