



END USER LICENSE AGREEMENT FOR TREVIGEN INC.

IMPORTANT: READ THIS END USER LICENSE AGREEMENT (THIS “CONTRACT”) CAREFULLY. IF YOU INSTALL OR USE ANY SOFTWARE PRODUCT THAT ACCOMPANIES OR IS ASSOCIATED WITH THIS CONTRACT (THE “SOFTWARE”), THIS CONTRACT WILL BECOME A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TREVIGEN INCORPORATED (“TREVIGEN”). IF YOU DO NOT AGREE TO OR WISH TO BE BOUND BY THIS CONTRACT, DO NOT INSTALL OR USE THE SOFTWARE AND RETURN IT FOR A REFUND WITHIN 30 DAYS OF THE DATE THAT YOU PAID FOR THE SOFTWARE. PLEASE SEE TREVIGEN'S RETURN POLICIES SET FORTH AT WWW.TREVIGEN.COM/ FOR INFORMATION ABOUT HOW TO RETURN THE SOFTWARE FOR A REFUND.

THIS CONTRACT REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES (OTHER THAN CERTAIN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS), AS STATED IN THE “RESOLUTION OF DISPUTES” SECTION (PARAGRAPH 13) BELOW, WHICH YOU SHOULD READ IN ITS ENTIRETY. YOU UNDERSTAND THAT THIS IS A LEGALLY BINDING INSTRUMENT AND AGREE TO ABIDE BY ITS TERMS.

THIS CONTRACT APPLIES TO YOU AND ANY AND ALL PERSONS THAT YOU PERMIT TO INSTALL OR USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE FAMILY MEMBERS OR ANY OTHER USERS AS SET FORTH IN PARAGRAPH 2 OF THIS CONTRACT BELOW.

1. THE SOFTWARE; OWNERSHIP; THIRD PARTY MATERIALS

(a) Components, software, data, files, documentation, code, content and other materials (“Components”) that are supplied to you with or generated by or through the use of the Software are part of the Software, and are encompassed by any reference in this Contract to the Software, except as stated in paragraph 1(c) below

(b) The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. **You are licensing the Software, not buying it. Trevigen retains ownership of all copies of the Software (including the copy(ies) provided to or made by you) and of all intellectual property rights in the Software.**

(c) Components that are proprietary to Microsoft Corporation or other third parties (collectively, “Third Party Components”) may be provided to you by Trevigen along with or during the process of downloading or installing the Software, including any Updates (as defined below), or the Software may facilitate or arrange your acquisition of Third Party Components. If Trevigen provides Third Party Components to you, or if the Software facilitates or arranges your acquisition of Third Party Components (including but not limited to updates, upgrades, enhancements or new versions of Third Party Components already installed on your computer), in either case under a license or other grant of rights from that third party, then the Third Party Component is not part of the Software, and your rights and obligations with respect to those Third Party Components are as set forth in that third party license or other grant of rights. Of course, you should carefully read any such license or other grant of rights. Trevigen has no obligations to you whatsoever relating to any such Third Party Components.

(d) The network services, Third Party Components, or other software or products other than the Software upon which the Software's performance depends might be interrupted or discontinued at the discretion of the suppliers (software suppliers, service providers, or Trevigen). Neither Trevigen nor its suppliers warrant that those software products, network services, or other products will continue to be available or that they will operate without interruption, modification, inaccuracy or error.

2. GRANT OF LICENSE

(a) Trevigen grants you a limited, personal, non-transferrable, nonexclusive and revocable license to use the Software in compliance with this Contract. **You are not licensed or otherwise authorized to use the Software in any way that violates this Contract. If you violate this Contract, your right to use the Software will automatically and immediately terminate, without notice. Upon termination of your right to use the Software, you must immediately cease all use of the Software.**

(b) You may use the Software on only one computer except to the extent that paragraph 2(b)(ii), 2(b)(iii) or 2(b)(iv) below specifically authorizes you to allow the Software to be used on more than one computer.

(i) License Documentation.

“License Documentation” means a sales receipt, other document or written communication of any type (including, but not limited to, information provided or transmitted electronically) that Trevigen or an Trevigen authorized reseller, distributor or licensee provides to you when you purchase this license to use the Software.

(ii) Commercial Multi-User Documentation.

“Business” means a company, sole proprietorship, corporation, partnership, other business entity, charitable organization, governmental entity or school, university or other educational entity.

“Commercial Multi-User Documentation” means License Documentation that states that you are authorized to allow the Software to be used for commercial purposes on more than one computer.

If you received and have retained Commercial Multi-User Documentation in connection with this Contract, you may allow the Software to be used on the number of computers specified in your Commercial Multi-User Documentation (or five (5) computers if no number of computers is specified on your Commercial Multi-User Documentation). Each of those computers must be owned and controlled by your Business and used primarily for business, governmental or charitable purposes in the conduct and operation of that Business.



(iii) Family Users.

Your “Significant Other” means your spouse or registered domestic partner or, if you are not married and have no registered domestic partner, then “Significant Other” may refer to the individual, if any, with whom you have a committed relationship that is substantially similar to marriage or registered domestic partnership.

“Family Member” means you, your Significant Other, and your or your Significant Other’s children, grandchildren, parents, grandparents and siblings, regardless of whether their relationship to you or your Significant Other is biological, step or adoptive. Use of the Software for “Family Purposes” includes only use for personal or household purposes and specifically excludes any use for business, governmental or charitable purposes.

If you use the Software primarily for Family Purposes, then, except as otherwise provided in paragraph 2(b)(iv), you may allow the Software to be used on any computer that is both (i) owned and controlled by a Family Member whose primary residence is the same domicile as your primary residence and is the primary user of that computer and (ii) used by that Family Member primarily for Family Purposes. You have no rights under this paragraph 2(b)(iii) if you received any Commercial Multi-User Documentation in connection with this Contract or if you use the Software primarily for business, governmental or charitable purposes.

For avoidance of doubt, each individual may have only one primary residence, which will be determined for purposes of this Contract using the criteria and factors that are then used to determine primary residence for purposes related to United States income taxes.

(iv) Personal Use License Documentation.

If you received License Documentation other than Commercial Multi-User Documentation (“Personal Use License Documentation”) in connection with this Contract, and such Personal Use License Documentation states a specific number of computers on which the Software may be used, then, notwithstanding Section 2(b)(iii), your rights under Section 2(b)(iii) are limited to a maximum of such specific number of computers. Hence, Personal Use License Documentation merely limits the maximum number of computers on which the Software may be used under Section 2(b)(iii) (if applicable). It does not allow use on any other computers. For example, if there are ten computers in your home on which you would be permitted to install the Software under Section 2(b)(iii), but you purchased a license for the Software subject to Personal Use License Documentation that states that you may use the Software on up to three computers, then your rights are limited to use of the Software on three of those ten computers and on no other computers. Similarly, if there are only two computers in your home on which you would be permitted to use the Software under Section 2(b)(iii) and you purchased a license for the Software subject to Personal Use License Documentation that states that you may use the Software on up to three computers, then your rights are nevertheless limited to use of the Software on those two computers and on no other computers.

(c) “Other User” means anyone other than you that you rightfully allow to use the Software under paragraph 2(b) above. You are responsible to ensure that all Other Users comply with this Contract. Any violation of this Contract by any Other User will be deemed to be a violation by you. As a result, (i) your liability to Trevigen for any violation of this Contract by any Other User will be the same as your liability would have been if you had committed the violation yourself and (ii) if any Other User violates this Contract, your right to use the Software will automatically and immediately terminate, without notice. If your right to use the Software terminates for any reason, then the right of all Other Users to use the Software immediately and automatically terminates, without notice. If any Other User ceases to qualify as an Other User (for example, if the Other User ceases to be your Family Member or moves away from your primary residence), he or she must cease all use of the Software. Similarly, if any computer ceases to qualify as a computer on which you may allow the Software to be used under paragraph 2(b) above, all use of the Software on that computer must cease and all copies of the Software on the hard drive or other fixed storage medium of that computer must be deleted or uninstalled.

(d) The right under this Contract to use the Software on a computer includes the right to install the Software on the hard disk or other fixed storage medium of that computer and to copy the Software or parts of the Software onto the random access memory of that computer as necessary to enable the Software’s use on that computer. However, you understand that the Software is deemed to be used on any computer that accesses or benefits from the Software through a local area or other network (including the Internet) or by any other means, whether or not the Software is installed or copied onto the hard disk, other fixed storage medium or random access memory of that computer. Thus, if all or part of the Software is installed on the hard disk or other fixed storage device of a computer, is at any time copied onto the random access memory of that computer, or is at any time accessible by that computer over any network or other connection or communication mechanism, you must be authorized to use the Software on that computer or to allow the Software to be used by an Other User on that Computer. Similarly, except as provided in paragraph 2(e) below, you may not use the Software to affect or act upon a component (such as a hard drive) of any computer on which you are not authorized to use the Software, including, for example, by attaching or connecting that component or computer to any computer on which the Software is installed or from which it is accessible.

(e) The Software may include features that are specifically intended to enable you to control or affect other computers or components of other computers remotely over a local area or other network, as indicated in the documentation provided to you with the Software (“Remote Administrator Features”). You do not need to license a copy of the Software for each computer that you control or affect remotely using any Remote Administrator Feature, provided that you do not install the Software on or access the Software from any such computer and that you use such Remote Administrator Feature solely as described in the Software’s documentation.

(f) If you receive the Software from Trevigen or a Trevigen authorized reseller or distributor for no charge, then you may use the Software for Family Purposes only unless a sales receipt or other document that Trevigen or an Trevigen authorized reseller or distributor provides to you states that you may use the Software for purposes other than Family Purposes.

(g) Except as specifically permitted in this Contract, you may not (i) copy the Software, (ii) modify or translate the Software or separate out any of its components for use with other software (except to the extent contemplated in the associated user documentation provided by Trevigen), (iii) use the Software to provide time sharing, service bureau, application service provider or similar services,



(iv) tamper or in any way interfere with the operation of the Software or any related service, including by making any efforts to defeat any copy-protection or other digital rights management device or technology used by Trevigen in connection with the Software or any related service or (v) decompile, disassemble, or otherwise reverse engineer or discover or reveal the source code for the Software. Further, you may not allow, encourage, motivate or assist anyone to do anything that this Contract prohibits you from doing. Your only rights that relate to the Software are the rights clearly stated in this Contract. Trevigen retains all other rights that relate to the Software.

3. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software is provided with RESTRICTED RIGHTS. Any use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer is Trevigen Inc, 8405 Helgerman Ct., Gaithersburg, MD 20877 USA

4. DISCLAIMER OF WARRANTIES

(a) **You acknowledge and agree that use of the Software is at your sole risk.** To the maximum extent allowed under applicable law, the Software and all maintenance, support or other services that relate in any way to the Software are provided **“AS IS,”** without warranty of any kind, **and Trevigen, its affiliates and their respective licensors, suppliers and service providers expressly disclaim all warranties, express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.** The duration of any implied warranty that is not effectively disclaimed will be limited to the longer of (i) thirty (30) days from the date that you pay for the Software and (ii) the shortest period allowed under applicable law. Some states / jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

(b) **Without limiting the disclaimer provided in paragraph 4(a) above, Trevigen does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free or that errors or specification non-conformities in the Software will be corrected. Further, Trevigen does not warrant or make any representations regarding the use or the results of the use of the Software, including, but not limited to, (i) whether the Software or its use will harm, impair or damage any hardware, software or data or (ii) the Software’s correctness, accuracy or reliability. No oral or written information or advice given before or after the date of this Contract by Trevigen, any authorized representative of Trevigen or any other person will create or be deemed to be any warranty with respect to the Software or any maintenance, support or other services that relate in any way to the Software. If the Software malfunctions or the Software or any such services are defective in any way, you (and not Trevigen) assume the entire cost and risk of all necessary servicing, repair, replacement or correction of the Software or of any other software, data, hardware, equipment or component that is damaged or destroyed as a result of that malfunction or defect.**

(c) Trevigen strongly recommends that you perform a virus and malware check of all software before installation or use and that you back up your important files and data frequently.

5. LIMITATION OF LIABILITY

(a) **To the maximum extent permitted by applicable law, neither Trevigen nor its affiliates nor its or its affiliates’ licensors, suppliers or service providers nor any of their respective officers, directors, owners, employees, agents, suppliers or representatives (collectively, the “Trevigen Parties”) will be liable for any special, incidental, consequential or exemplary damages, including, but not limited to, damages for loss of use, lost profits or loss of data or information of any kind, arising out of or in connection with (i) the Software or its use, (ii) any maintenance, support or other services that relate in any way to the Software or (iii) this Contract, even if any Trevigen Party has been advised of the possibility of such damages.**

(b) **To the maximum extent permitted by applicable law, in no event will the aggregate liability of the Trevigen Parties’ for any claims relating to the Software or its use, to any maintenance, support or other services that relate in any way to the Software, or to this Contract, whether sounding in contract, tort or any other theory of liability, exceed, in the aggregate for all claims, the liability cap specified in paragraph 5(b)(i) below or paragraph 5(b)(ii) below.**

(i) Preloaded or Bundled Software.

If you receive the Software from Trevigen or an Trevigen authorized reseller or distributor preloaded on a computer or otherwise in a transaction that includes both the Software and hardware, equipment, data, other software or services (the “Bundled Components”) and a single fee charged to you covers both the Software and some or all of the Bundled Components, so that you do not pay a separate fee that is attributable only to your license of the Software, then the liability cap will be five dollars (\$5). However, (i) maintenance, support or other services generally provided with the Software for no additional charge are not Bundled Components and are treated as part of the Software for purposes of this paragraph, and (ii) this paragraph 5(b)(i) does not apply if all of the Bundled Components you receive with the Software are generally available for no charge or if you receive the Software from Trevigen or an Trevigen authorized reseller or distributor for no charge.

(ii) Standalone Software or No-Charge Software.

If paragraph 5(b)(i) above does not apply to you, then the liability cap will be the greater of (i) the license fee you paid for the Software or (ii) one dollar (U.S.\$1.00). Some states / jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.



6. TRANSFER

You do not have the right to (i) assign, sell or otherwise transfer your license under this Contract, (ii) grant any sublicense under that license or (iii) distribute, transmit, lease, sell or rent the Software to any other person.

7. SOFTWARE DATA COLLECTION AND MONITORING

(a) The Software may contain features that allow Trevigen and/or third parties to collect data from, control, and/or monitor computers and devices running or interacting with the Software in order to prevent unlicensed or illegal use of the Software and to perform the functions of or provide services relating to the Software. The Software may also transmit information to Trevigen or third parties from your computer about your computer and about operations performed on your computer for the purpose of improving Trevigen's products and services or for other purposes. You acknowledge and irrevocably consent to the activities described in this paragraph 7(a).

(b) The Software may contain digital rights management technology that imposes limits on your ability to install the Software to a specified number of times on a specified number of machines. Software containing digital rights management technology requires licensing (meaning your acceptance of this Contract) as set forth during the installation process and in the documentation, and the Software may only operate for a specified period of time prior to or after licensing by the user. If you do not complete licensing during the specified time period set forth in the documentation or as prompted by the Software, the Software may cease to function. You acknowledge and agree that the activities described above may occur.

8. UPDATES

After you first install the Software, Trevigen may from time to time provide you with (or make available to you) updates, patches, error corrections, Components or new or modified versions for or of the Software (collectively, "Updates"). If Trevigen provides you with any Update or makes any Update available to you, then it will be deemed part of the Software subject to this Contract (unless it is a Third Party Component excluded from the Software under paragraph 1(c) above). Updates may be transmitted to your computer over the Internet or other network and installed on your computer, with or without notice to you and with or without your consent. You acknowledge and agree that nothing in this Contract obligates Trevigen to create any Updates. Further, even if Trevigen does create any Updates, nothing in this Contract obligates Trevigen to provide or make available to you any of those Updates, except as provided in paragraph 9 below.

9. MAINTENANCE

Trevigen's service of providing Updates (or making Updates available) to users of the Software is called "Maintenance" or "Service" with respect to the Software. You may be entitled to receive Maintenance (and hence receive or have access to any generally released Updates, subject to any requirement to accept a new end user license or amendments to this Contract as discussed below in this paragraph 9) for a limited period of time after you license the Software to the extent specified on the packaging for the Software, materials included in that packaging, your sales receipt, Trevigen's Web Site or other materials provided to you by Trevigen or its authorized resellers or distributors that relate to your license or download of the Software. Trevigen may, but is not obligated to, offer to renew or extend your period of Maintenance for the Software, for a fee, at Trevigen's Web Site or by other means. You acknowledge and agree that (i) Updates may delete or change features or other aspects of the Software, including functions you may rely upon; (ii) certain Updates may be necessary to allow you to continue to use some or all of the features of the Software, so the Software may not be useful to you without Maintenance; and (iii) although (except as stated above) you will be entitled during your period of Maintenance to receive any Updates that Trevigen creates and generally releases to its customers who then have Maintenance, nothing obligates Trevigen to create or generally release any Updates at any time, including, but not limited to, during your period of Maintenance. You further acknowledge and agree that, (i) if your period of Maintenance terminates or is interrupted, you may not be eligible to renew Maintenance, and (ii) you may be required to accept a new end user license agreement (to be used in lieu of this Contract) or changes or amendments to this Contract as a condition to your renewal of Maintenance or to receiving or using any Update. Finally, if you purchase "lifetime" Maintenance, your lifetime Maintenance will apply only to your use of the Software on computers on which you rightfully install the Software during the one (1) year period after you first license the Software. The lifetime Maintenance will continue for as long as you continue to use those computers, but not longer than their industry-standard useful life. Such lifetime Maintenance will not apply to any other computers. Thus, transferring any copy of the Software to another computer will terminate your right to receive Maintenance for that copy. Further, your right to continue to receive Maintenance will be subject to meeting Trevigen's then-current eligibility requirements, including, but not limited to, the requirement that you use a version of Windows that Trevigen then supports. Notwithstanding the foregoing, your Maintenance will terminate at any time that Trevigen generally ceases to maintain and support the Software. You will be deemed to purchase lifetime Maintenance only if your purchase of a license to the Software is made subject to an offer that specifically states that the Software or related Maintenance is provided on a "lifetime" basis.

10. EXPORT

You acknowledge that the Software is subject to United States and other export control laws, including the export administration regulations. You will not export, re-export or divert the Software in contravention of those laws.

11. CHANGES

At the time that you license the Software, the Software may not include all (or may include different) functions and features than advertised. Functions and features are subject to further change without notice after you license and install the Software. You must accept all changes made to the Software, which may include the inability to continue using a feature or function if Trevigen elects in its sole discretion to discontinue it.



12. SEVERABILITY

If any part of this Contract is held invalid or unenforceable, the remaining parts of this Contract shall be unimpaired and remain in full force and effect. Further, if any part of this Contract is partially enforceable and partially unenforceable, that part shall be enforced to the maximum extent allowed under applicable law.

13. RESOLUTION OF DISPUTES: BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS

(a) Arbitration of Any And All Disputes (Other Than Certain Specified Intellectual Property Claims).

(i) "Dispute" as used in this paragraph 13 means any dispute arising out of or in any way related to this Contract, any amendments or addenda to this Contract, or the subject matter of this Contract, including but not limited to any contract, tort, statutory or equity claims that relate in any way to (1) this Contract, (2) the Software, (3) maintenance, support or other services that relate in any way to the Software, (4) the use, operation, licensing, distribution, sale, advertising, promotion, transmission, provision or marketing of the Software or such services, (5) any transaction that relates in any way to the Software or such services, (6) any claims, statements, promises, descriptions, representations or warranties made in connection with the Software, any such services or any such transaction, and (7) the use or disclosure of personal information obtained by Company in connection with the Software, any such transaction or any such services; **provided, however**, that any claims specifically described in paragraph 13(a)(viii) below will not be included in the definition of Dispute.

(ii) This paragraph 13 shall apply to the resolution of Disputes. In the event of any Dispute, the parties are encouraged to attempt to resolve the Dispute by informal means. If the parties are not able to do so, the Dispute will be resolved only by binding arbitration.

(iii) Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination. **Any Dispute between Trevigen, on the one hand, and you and/or any Other User, on the other hand, will be subject to binding arbitration conducted in Montgomery County, Maryland.**

(iv) **The parties expressly agree that there shall be no jury trial or right to a jury trial, or right to any other proceeding to resolve any Dispute in any court. In the event of any Dispute, both parties agree that this Contract will be governed, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. sections 1-9 ("FAA") to the maximum extent permitted by applicable law.**

(v) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties, and any party shall have the right to prevent any actual or threatened breach of this confidentiality provision by temporary, preliminary or permanent injunctive or declaratory relief in an appropriate court of law.

(vi) **The parties expressly agree that any Dispute is personal to them, and any such Dispute shall only be resolved by an individual arbitration. Neither party agrees to class arbitration, or an arbitration where a person brings a Dispute as a representative of any other person or persons. Neither party agrees that a Dispute can be brought as a class or representative action outside of arbitration, or on behalf of any other person or persons. The parties agree that that a Dispute may only be resolved through an individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding.**

(vii) The arbitration of the Dispute will be administered by the American Arbitration Association ("AAA") or, in the event the AAA declines or is unable to administer the arbitration, by an arbitration forum or arbitrator that you and Trevigen mutually agree upon. If, after making a reasonable effort, you and Trevigen are unable to agree upon an arbitration forum or arbitrator, the AAA or a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the AAA's Commercial Arbitration Rules ("Commercial Rules") and, when deemed appropriate by the arbitration forum or arbitrator, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Consumer Procedures"), or the appropriate rules of any alternative arbitration forum selected by you and Trevigen or appointed by a court, subject to the following modifications:

1. The arbitration will be conducted before a single arbitrator who will be a licensed attorney or a former judge and will have at least 10 years of legal experience in the resolution of commercial disputes.

2. As limited by the FAA, the terms of this Contract, and the applicable AAA rules, the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute. This does not include the power to conduct a class arbitration or a representative action, which is prohibited by the terms of this Contract as stated above. The arbitrator may only conduct an individual arbitration, and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person or persons.

3. The parties may take discovery through interrogatories, depositions and requests for production that the arbitrator determines to be necessary, with the caveat that each party shall have the right to take the deposition of at least one person for at least one day.

4. In making any award, the arbitrator will be restricted by the Limitation of Liability provisions in this Contract (paragraph 5), and will not have jurisdiction to make an award to any party to the arbitration contrary to the Limitation of Liability provisions; provided however that if the enforceability of any of these restrictions is limited by the applicable substantive law or by the AAA rules, that restriction will only be enforced to the extent permitted by such law or rules.

5. The prevailing party in any of the following matters (without regard to the Limitation of Liability provisions) will be entitled to recover its reasonable attorneys' fees and costs incurred: (i) a motion which any party is required to make in the courts to compel arbitration of a Dispute; (ii) any appeal of an arbitration award, whether to the arbitrator or the courts, for the purpose of vacating or modifying the award; or (iii) any action to enforce the confidentiality provisions stated herein.



6. Trevigen will pay the amount of any arbitration costs and fees charged by the AAA, subject to the right of Trevigen to request that the arbitrator allocate the ultimate responsibility for that fee in a fair and reasonable manner. Unless the arbitrator finds that you are economically unable to pay a share of the arbitrator's fee or that it is otherwise inappropriate for you to do so, the arbitrator ultimately may decide that you are responsible for some portion of that fee in the arbitrator's discretion.

The AAA rules are available from the AAA, which can be contacted by mail at 1633 Broadway, Floor 10, New York, New York 10019, by telephone at (800) 778-7879, or through its website at www.adr.org.

(b) With the exception of the provision above that the enforceability of this paragraph 13 of Resolution of Disputes is governed both procedurally and substantively by the FAA to the maximum extent permitted by applicable law, this Contract otherwise will be construed and enforced in accordance with the laws of the State of Maryland and of the United States of America applicable to contracts entered into and performed in Maryland to the maximum extent permitted by law.

14. LIMITATION OF TIME PERIOD TO COMMENCE ANY COMPLAINT OR ACTION

Regardless of any statute of limitations or law to the contrary, and to maximum extent permitted by applicable law, any claim or cause of action that constitutes a Dispute as defined in paragraph 13(a)(i) **above must be filed within one (1) year after the date on which the incident giving rise to the Dispute occurred; provided that, if the substantive law applicable to the arbitration prohibits the parties from agreeing to this limitations period, then the limitations period under the applicable substantive law shall control.** The failure of a party to file an arbitration claim within the applicable limitations period shall constitute a waiver by that party of its right to bring such a claim in any form, and a complete bar to any claim based on any Dispute, and the arbitrator shall not have jurisdiction to make a determination for a party that has not brought its claim within this applicable limitations period.

15. THIRD-PARTY BENEFICIARY

The Software may include computer programming code or other Components licensed by Trevigen from third parties. Those third parties are beneficiaries of, and will have the right to enforce against you, all of your obligations under this Contract to the extent that those obligations relate to any computer programming code or other Components of those third parties.

16. ENTIRE AGREEMENT; WAIVER

Except as expressly provided below, this Contract is the entire agreement between you and Trevigen relating to the subject matter of this Contract. It supersedes any prior oral or written communication and any contemporaneous oral communication relating to that subject matter. For avoidance of doubt, except as expressly provided in Section 2, no License Documentation shall be deemed to be a part of or incorporated into this Contract. Accordingly, no License Documentation shall be deemed to in any way amend, supplement or otherwise affect any provision of this Contract, other than as expressly contemplated in Section 2 with respect to the number of computers on which the Software may be used. This Contract may not be amended except as contemplated in paragraph 8 or paragraph 9 above or by a writing signed by you and an authorized representative of Trevigen. Further, there being no expectations to the contrary between you and Trevigen, no usage of trade or other regular practice or method of dealing between you and Trevigen will be used to modify, interpret, supplement or alter in any manner any express terms of this Contract. No waiver of any provision of this Contract or any rights or obligations of either you or Trevigen under this Contract will be effective, except when done in a writing signed by the party granting the waiver, and any waiver will be effective only in the specific instance and for the specific purpose stated in that writing.

QUESTIONS OR COMMENTS

Should you have any questions concerning this Contract, you may contact Trevigen in writing at:

Trevigen Inc.
8405 Helgerman Ct.,
Gaithersburg, MD 20877
USA

Customer Agrees to END USER LICENSE AGREEMENT

END USER Signature: _____

Date: _____

Print Name: _____