
SPECIFIC TERMS AND CONDITIONS OF LICENSING

1. DEFINITIONS - The following terms commencing with a capital letter shall have the meaning attributed to them below throughout this Agreement, unless stipulated to the contrary. **Samples Preparation Protocols**: the methods/protocols developed by Promise for the preparation of biological samples, prior to an analysis by mass spectrometry.

2. PURPOSE – ACCEPTATION - These Specific Terms and Conditions of Licensing apply only to the Company that has ordered Supplies to Promise and wishes to receive from Promise Samples Preparation Protocols.

In such event, the acceptance of the General Terms and Conditions from Company at the time of ordering the Supplies shall entail acceptance of these Specific Terms and Conditions of Licensing.

These Specific Terms and Conditions of Licensing shall take precedence over the General Terms and Conditions of Promise in case of discrepancy.

3. SCOPE OF LICENSE - Promise shall place the Samples Preparation Protocols at the Company's disposal for a duration of five (5) years as from first purchase of Supplies to Promise. Accordingly, Promise grants the Company a non-exclusive licence to use the Samples Preparation Protocols exclusively with the Supplies, for its pharmacological studies. The Supplies do not constitute medication and may under no circumstances be administered to humans: they must be used exclusively with the Samples Preparation Protocols for the aforementioned purpose. This licence is granted to the Company on a personal basis. The latter is prohibited from granting sub-licences to third parties. Further, the Company shall refrain from reproducing, disclosing, commercially exploiting or distributing the Samples Preparation Protocols in any manner and for any reason whatsoever. This licence shall automatically end after five (5) years.

4. INTELLECTUAL PROPERTY – The Samples Preparation Protocols and all Intellectual Property Rights pertaining thereto are and shall remain the property of Promise. Accordingly, Promise may file any industrial property title in its name and at its expense in order to protect them. Any publication or communication project concerning the Company's pharmacological therapeutic monitoring activity mentioning its use of the Supplies and / or the Samples Preparation Protocols must mention that they are the property of Promise and bear the following information: © PROMISE – 2014 - 2016 – All rights reserved. Promise may regularly contact the Company to obtain feedback from the latter concerning its use of the Samples Preparation Protocols.

5. CONSIDERATION – In consideration for the granting of the hereby license regarding the Samples Preparation Protocols, Company undertakes to exclusively purchase its needs of labelled Antibody to Promise for the duration of the license.

6. WARRANTY – In case of granting of the hereby license, the Company shall use the Supplies solely with the Samples Preparation Protocols and shall not administer them to humans, as said Supplies do not constitute medication but an R&D reagent. In view of the foregoing, Promise shall hold the Company harmless from and against any infringement proceedings brought by a third party based on its exploitation of the Intellectual Property Rights pertaining to the Samples Preparation Protocols, provided such exploitation complies with the provisions of this Agreement. Promise's liability, for whatsoever reason, is, moreover, limited to direct damage incurred by the Company and, in any event, to a total amount that may not exceed fifty thousand (50,000) euros. Accordingly, the Company shall hold Promise harmless in the event of infringement proceedings concerning Intellectual Property Rights belonging to third parties, unfair competition proceedings and any other civil or criminal liability proceedings brought by a third party, if such proceedings are founded on use of the Supplies and / or the Samples Preparation Protocols by the Company in breach or in non-compliance with the provisions of this Agreement.