VIZGEN, INC.
MERSCOPE INSTRUMENT CONTROL SOFTWARE
AND
MERSCOPE IMAGE PROCESSING SOFTWARE
END USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ THIS END-USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE ACCEPTING ITS TERMS. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SOFTWARE (AS THAT TERM IS DEFINED BELOW). IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THE SOFTWARE. TO AGREE TO THIS AGREEMENT, PLEASE CLICK OR TAP ON "ACCEPT." BY CLICKING OR TAPPING ON "ACCEPT," YOU REPRESENT THAT (1) ALL INFORMATION PROVIDED BY YOU IS COMPLETE AND ACCURATE, (2) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER (AS THAT TERM IS DEFINED BELOW), AND (3) THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN ACCEPTED. THE SOFTWARE MAY INCORPORATE OPEN SOURCE COMPONENTS THAT ARE OWNED BY THIRD PARTIES. SUCH OPEN SOURCE COMPONENTS, IF ANY, ARE SUBJECT TO SECTION 1.6 OF THIS AGREEMENT. ALL OTHER PORTIONS OF THE SOFTWARE ARE THE PROPERTY OF VIZGEN, INC., AND ITS LICENSORS.

This Agreement is entered into effective as of the date that you click or tap on "Accept" (the "Effective Date") and is a legal agreement between you (either as an individual or as the representative of the legal entity on whose behalf you are acting) (the "Customer") and Vizgen, Inc., a Delaware corporation ("Vizgen"), governing Customer's use of (a) the Vizgen-proprietary MERSCOPE Instrument Control Software installed on a Vizgen instrument purchased by Customer from Vizgen or its representative (the "Instrument"), (b) the Vizgen-proprietary MERSCOPE Image Processing Software installed on a computer purchased by Customer from Vizgen or its representative in connection with its purchase of the Instrument (the "Computer"), (c) documentation for such software, and (d) any patches, fixes and updates to such software provided to Customer by Vizgen from time to time (collectively, the "Software").

The terms of this Agreement govern Customer's access and use of the Software. To the extent of a conflict between the provisions of this Agreement and the terms and conditions under which Customer purchased the Instrument and the Computer on which the Software is installed (the "Terms and Conditions"), this Agreement will control with regard to Customer's access to, and use of, the Software only.

1. License Grant, Rights and Restrictions

1.1. The Software is licensed, and not sold, to Customer under the terms of this Agreement.

1.2. Subject to the other terms and conditions in this Agreement, (including without limitation, receipt by Vizgen of all fees owed by Customer), Vizgen grants Customer a limited, non-transferable, non-exclusive, revocable, license to use a single copy of the applicable Software solely (a) in the case of the MERSCOPE Instrument Control Software, while installed on the Instrument, (b) in the case of the MERSCOPE Image Processing Software, while installed on the Computer, and (c) in all cases, for Customer's internal business purposes in compliance with the terms of this Agreement.

1.3. Customer guarantees the performance of, and will be fully responsible for, any failure by Customer or its employees, contractors or agents to comply with the terms of this Agreement.

1.4. Customer will not directly or indirectly (a) copy, display, distribute, or otherwise use the Software in any manner or for any purpose not expressly authorized by this Agreement; (b) create derivative works of or otherwise adapt, modify, or translate the Software; (c) reverse engineer, decompile, translate or disassemble the Software; (d) alter, remove, obscure, erase, deface, or hide from view any copyright, trademark, or other proprietary rights notice contained in or incorporated into the Software; (e) use, rent, or lend the Software license in connection with a service bureau, time-sharing, ASP or similar arrangement; (f) use the Software in any way that violates any individual's privacy, or (g) use the Instrument or the Computer in any manner that would violate the Terms and Conditions. Customer acquires no ownership rights in or title to the Software. Except as expressly stated in Section 1.6, Vizgen and its licensors (if any) retain all ownership rights in and title to the Software.

1.5. Except to the extent otherwise provided in a separate maintenance agreement entered into by Customer and Vizgen, Vizgen may, but will not be required to, modify, enhance or otherwise change the Software in its sole discretion. Vizgen will use commercially reasonable efforts to provide Customer with notice (by email, posting on Vizgen's website or other reasonable means), of any change that would have a material adverse effect on the functionality of the Software.

1.6. The Software includes certain open-source software and other freely available software and material ("Excluded Components"). The Excluded Components contained in the Software are listed at license.vizgen.com/instrument_control. Such list may be modified or revised at any time by Vizgen, and such modification or revision shall be effective upon providing Customer notice on a web page or by some other reasonable means. Notwithstanding anything to the

contrary in this Agreement, the Excluded Components are governed by the terms and conditions of the applicable license and/or notice provided by the third party authors, contributors and suppliers of the Excluded Components (the "Suppliers"), and Vizgen has no responsibility or liability of any kind related to such Excluded Components. The Suppliers' licenses and other notices (including instructions for obtaining source code for certain Excluded Components), may be identified in the documentation accompanying the Software or in a README file accompanying the Software. Customer agrees to comply with all such licenses and other notices. Further, and notwithstanding any of the terms of this Agreement or any other agreement Customer may have with Vizgen:

1.6.1. the Suppliers provide the Excluded Components "AS IS", WITHOUT WARRANTY OF ANY KIND AND SUCH SUPPLIERS DISCLAIM ANY AND ALL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE SUPPLIERS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OF, OR OTHER DEALINGS IN, THE SOFTWARE and

1.6.2. Permission is hereby granted, free of charge, to any person obtaining a copy of the Excluded Components and associated documentation files, to deal in the Excluded Components without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Excluded Components, and to permit persons to whom the Excluded Components are furnished to do so, subject to the conditions set forth in Section 1.6.1.

1.7. If Customer makes any suggestions, comments, enhancement requests, recommendations or provides any other feedback to Vizgen regarding the Software or any other matter, Vizgen has and will have the right, without any requirement to compensate Customer, to use and to permit others to use any such suggestions, enhancement requests, comments, recommendations or other feedback for any purpose including, but not limited to, incorporating them into the Software.

1.8. Except as for the license rights expressly granted in this Agreement, Vizgen retains all rights, title and interest in and to the Software and any services or materials provided under this Agreement. Neither party will take any action

intended to appropriate or perfect rights in the intellectual property of the other, including, without limitation, the filing of patent, trademark, or service mark applications or copyright registrations.

1.9. The experimental results arising from Customer's use of the Software shall constitute the property and confidential information of the Customer. For the avoidance of doubt, Vizgen shall have no rights in or to such property and confidential information.

2. Term and Termination

2.1. This Agreement will commence on the Effective Date and will continue until the earlier of (a) the date indicated in the Terms and Conditions, or (b) termination pursuant to the terms of this Agreement.

2.2. Customer may terminate use of the Software at any time for any reason or no reason by ceasing to use the Software and complying with the other provisions of Section 2.5.

2.3. Vizgen may terminate this Agreement upon written notice to Customer if Customer breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days following such notice. Without limiting the generality of the foregoing, Customer's failure to pay any amount due within the time period set forth in the Terms and Conditions will be a breach of a material provision of this Agreement. Notwithstanding the above, Vizgen may terminate this Agreement immediately after providing written notice to Customer if Customer breaches an un-curable provision of this Agreement such as, but not limited to, the provisions prohibiting reverse engineering, disassembly, decompilation or confidentiality.

2.4. Termination of this Agreement will not prevent either party from pursuing all available legal remedies that accrued prior to the effective date of termination, nor will such termination relieve Customer's obligation to pay any and all fees that are owed. The parties' rights and obligations under Sections 1.3, 1.4, 1.6, 2.4, 2.5 and 3 through 8 of this Agreement will survive termination of this Agreement.

2.5. If the license granted under this Agreement is terminated, Customer will: (a) immediately cease using the Software, and (b) certify to Vizgen within thirty (30) days after termination or expiration that Customer has destroyed or has returned to Vizgen all copies of the Software in its possession and any Vizgen Confidential Information.

3. Payments and Audit

3.1. No failure by Vizgen to request any payment or to demand any performance under this Agreement will be deemed a waiver by Vizgen or a waiver of Vizgen's right to terminate this Agreement in accordance with its terms.

3.2. Customer agrees to maintain accurate written records of the location and use of each copy of the Software in Customer's possession. To ensure compliance with the terms of this Agreement, Vizgen will have the right, during the term of this Agreement and for six (6) months thereafter, exercisable upon reasonable notice, to conduct an inspection and audit of such records and to obtain true and correct photocopies of such records, during Customer's regular business hours at Customer's offices, and in such a manner as not to interfere unreasonably with Customer's normal business.

4. Confidentiality

The Software contains certain information that Vizgen considers either proprietary, confidential, or both (collectively, "Confidential Information"). In addition, during the term of this Agreement Vizgen may also disclose to Customer certain other Confidential Information. Customer will hold Vizgen's Confidential Information in confidence and will use its best efforts to protect it. Customer will use such Confidential Information for the sole purpose of performing its obligations under this Agreement. Customer will not disclose Confidential Information to any person other than, in the case of a Customer that is an entity, employees and independent contractors of Customer who need to know such Confidential Information in order to carry out the terms of this Agreement and who are bound by a written confidentiality agreement with Customer that is no less protective of such Confidential Information than this Agreement. Upon request of Vizgen, Customer will provide Vizgen with reasonable evidence of such written confidentiality agreement. Upon termination of this Agreement, Customer will either return to Vizgen all Confidential Information in its possession (including all copies) or will, at Vizgen's direction, destroy all Confidential Information (including all copies) and Customer (or in the case of a Customer that is an entity, an officer of Customer) will certify its destruction to Vizgen. The foregoing obligations of confidentiality and non-use will not apply to any Confidential Information that Customer can show, by competent evidence: (a) is publicly known at the time of disclosure or enters the public domain following disclosure through no fault of Customer; or (b) Customer can demonstrate was already in its possession without restriction prior to disclosure under this Agreement. Customer may disclose Confidential Information upon the order of any competent court or government agency, provided that, prior to such disclosure Customer will, unless prohibited by law, inform Vizgen of such order and provide Vizgen with reasonable assistance to prevent or limit such disclosure. Customer agrees that its obligations under this Article are necessary and reasonable in order to protect Vizgen and its business, and that monetary damages would be inadequate to compensate Vizgen for

any breach by Customer of such obligations. Accordingly, Customer agrees and acknowledges that any such breach or threatened breach will cause irreparable injury to Vizgen and that, in addition to any other remedies that may be available at law, in equity or otherwise, Vizgen will be entitled to seek injunctive relief against the continued breach or threatened breach of Customer's obligations under this Section 4 without the necessity of proving actual damages.

5. Customer Representations and Warranties

Customer represents and warrants to Vizgen that: (a) Customer has full personal or corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated under this Agreement, and that entering this agreement violates no contractual right of any third party; and (b) this Agreement has been duly and validly executed and delivered by Customer and constitutes the valid and binding agreement of Customer, enforceable against Customer in accordance with its terms.

6. Vizgen Representations and Warranties

THE SOFTWARE AND ANY MATERIAL OR SERVICES PROVIDED BY OR ON BEHALF OF VIZGEN ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIZGEN DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED. NEITHER VIZGEN NOR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR LICENSORS WARRANTS THAT THE SOFTWARE WILL MEET CUSTOMER'S NEEDS, THAT ALL ERRORS WILL BE CORRECTED OR THAT DATA WILL NOT BE LOST. VIZGEN AND ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND LICENSORS MAKE NO WARRANTY, GUARANTEE OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE, OR ANY SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT. Without limiting the generality of the foregoing, Customer is solely responsible for reviewing and evaluating the accuracy and relevance of any information stored on, generated by or received through the Software. Vizgen cannot guarantee and does not guarantee said accuracy.

7. Limits of Liability

WITHOUT LIMITING SECTION 1.1, ANY LIABILITY OF VIZGEN TO CUSTOMER RELATED TO THIS AGREEMENT IS PART OF, AND NOT SEPARATE FROM, VIZGEN'S LIABILITY UNDER THE TERMS AND CONDITIONS AND IS SUBJECT TO ALL LIMITATIONS ON VIZGEN'S LIABILITY SET FORTH IN THE TERMS AND CONDITIONS.

8. General

8.1. Except for any payment obligations of Customer under this Agreement, neither party will be liable to the other party for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to the time lost because of such delay.

8.2. Customer will not assign or otherwise transfer its rights, duties or obligations under this Agreement to any other person, corporation or other entity without the express prior written approval of Vizgen. Any purported assignment or transfer that does not conform to the provisions hereof will be void.

8.3. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to any conflicts-of-law principle that would require or permit the application of the substantive law of any other jurisdiction. Sole and exclusive jurisdiction and venue over any action, suit or proceeding arising out of or relating to this Agreement in any manner will lie in the United States District Court for the District of Massachusetts, Boston Division, or the Suffolk County Superior Court, Superior Court Department of the Trial Court of Massachusetts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Customer agrees to use the Software for the use identified in this Agreement and only for proper business purposes in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, all laws and regulations respecting data privacy, international communications, foreign corrupt practices, the transfer of intellectual property, and the export and import of data and software and agrees to indemnify and hold harmless Vizgen for any violation thereof.

8.4. If any provision of this Agreement is or becomes illegal, unenforceable or invalid (in whole or in part, for any reason), the remainder of this Agreement will remain in full force and effect without being impaired or invalidated in any way.

8.5. The article and section titles and headings in this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction or limitation upon any provision of this Agreement.

8.6. No representations or statements of any kind made by either party that are not expressly stated in this Agreement or in any written amendment to this Agreement will be binding on such party. This Agreement constitutes the complete and exclusive statement of the agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the parties relating to such subject matter.

8.7. Nothing in this Agreement is intended to, or will, create any third-party beneficiaries, whether intended or incidental, and neither party will make any representations to the contrary.

8.8. Neither party will be deemed to have waived any term, condition, or other provision hereof or to have consented to any breach hereof by the other party unless such waiver or consent is in writing and executed by a duly authorized representative of such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether such consent or waiver is express or implied, will constitute a consent to, waiver of or excuse for any different or subsequent breach.

8.9. Nothing in this Agreement will be construed to make the parties partners, joint venturers, representatives, or agents of each other, and neither party will represent to any third party that the parties have any such relationship. The parties under this Agreement are acting in performance of this Agreement as independent contractors engaged in the operation of their respective businesses. A party's employees, agents, or representatives are not employees or agents of the other party and are not entitled to any benefits offered by the other party, including, without limitation, wages, stock options, or profit sharing. Neither party will be responsible for payment of workers' compensation, disability benefits, or unemployment insurance, or for withholding or paying employment-related taxes, for or with respect to the other party or its employees.

8.10. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, will be in the English language.

8.11. The terms of this Agreement may be enforced by license registration and other software tools.