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1.- INFORMATION PREVIOUS TO THE CONTRACT, AVAILABILITY OF CONTRACT TERMS AND CONDITIONS, LICENSEE'S ACCEPTANCE, DOCUMENTATION AND INFORMATION SUBSEQUENT TO THE CONTRACT: The present General Terms and Conditions for the sale and purchase of User Licenses are permanently stated in the web page of MESTRELAB http://www.mestrelabcom and allow any LICENSEE to file them, print them and, therefore, be previously informed of the price, characteristics, rights and, in general, of all the general terms and conditions affecting the use of the license. These General Terms and Conditions are also stated, in conjunction with a summary of the specific request – specific product purchased, cost with indication of any applicable taxes, postage and packaging charges,- for their explicit acceptance by THE LICENSEE – by means of a click of "I have read and accept the terms and conditions" – every time that a specific product request is performed through the web site. In the case of traditional purchases, THE LICENSEE will sign a hard copy of these Terms and Conditions. In the case of electronic purchases, acceptance by the click "I have read and accept the terms and conditions" will imply, according to the terms established by the "Ley de Servicios de la Sociedad de la Información y Comercio Electrónico", the full acceptance of these terms and conditions. It is not technically possible for THE LICENSEE to complete the purchase request through www.mestrec.com without previous acceptance of these General Terms and Conditions. In order to exercise this acceptance and therefore to place a purchase request, THE LICENSEE must have registered as an USER in www.mestrec.com, filling in a form with basic data. The sending of this form will imply the concession of an USER NAME and a PASSWORD to access THE LICENSEE'S exclusive, private and secure area within which the purchase request and, therefore, the above mentioned acceptance of these General Terms and Conditions will take place. These General Terms and Conditions in conjunction with the specific purchase request placed by THE LICENSEE through electronic or conventional means – specific conditions – will imply the completion of the Purchase and Supply Contract between MESTRELAB and THE LICENSEE, the latter declaring to be over 18, to have sufficient capacity and authority to complete the contract and to have read, understood and accepted these General Terms and

Conditions. MESTRELAB, once the contract has been completed and the payment for the license made or the official purchase order received, and always within a period of no more than twenty four hours, will send to the email address specified by THE LICENSEE in the Registration Form as its primary contact details, confirmation of the product purchased, cost, itemised applicable taxes and postage and packaging costs if applicable. In addition, THE LICENSEE will continue to have access to these General Terms and Conditions. Any subsequent modification of these General Terms and Conditions will be notified to THE LICENSEE by email with a minimum of a one month notice period and will be displayed clearly in a place of easy access in the web page http://www.mestrec.com. All the above mentioned documentation can be printed and filed by THE LICENSEE, who will also be entitled to request it at any time via email to legal@mestrelab.com or by telephone on +34 881 976 775

2.- OBJECT OF THE CONTRACT.- By this contract MESTRELAB agrees to grant THE LICENSEE the user licenses for the software listed in ANNEXE I of these General Terms and Conditions for a fixed price based on the terms and conditions established in this document and according to the license purchase request made by THE LICENSEE. Property of all software, including intellectual and industrial property, remains with MESTRELAB. By this contract THE LICENSEE is granted a non exclusive, non transferable license for the use of the agreed software and for the period agreed, with any other right over the software being forbidden and therefore outside the object of the contract.

3.- RIGHTS AND OBLIGATIONS OF MESTRELAB.-
3.1. Delivery of the software.- MESTRELAB agrees to deliver the software for its use by THE LICENSEE – according to the user license requested by THE LICENSEE- in perfect condition, by means of either ordinary mail delivery in CD format or by means of a download via internet. MESTRELAB will not be held responsible for any error caused in the delivery when the details introduced by THE LICENSEE in the order form are not accurate or have been omitted. The maximum period for delivery of the product is 15 working days from date of order in the Spanish territory and 20 working days for deliveries abroad. MESTRELAB, in any case, agrees to send the software in the minimum period possible, the norm being no more than 5 working days from confirmation of the purchase order or the payment. A delay in the delivery of the software does not imply the resolution of the purchase contract and does not generate any rights to compensation for this reason.
3.2. Performance of services.- MESTRELAB agrees to perform to the best of its ability the services agreed with THE LICENSEE in accordance with the user license and always under the principle of contractual good faith. Thus, MESTRELAB will perform free technical support of the tools and features of the software whenever these are requested by THE LICENSEE, during the period for which free technical support has been agreed.
3.3. MESTRELAB's Responsibilities.-
3.3.1. MESTRELAB will not be responsible for any errors, any delays in the access by THE LICENSEE when introducing its details in the registration form in the web page www.mestrec.com, any delays in the receipt or inability to receive confirmation of the

order by its intended recipient or any other anomalies which may arise when these incidents are caused by problems in the Internet network or by fortuitous or force majeure causes, or any other unpredictable contingencies outside its control and its good faith. In any case, MESTRELAB agrees to solve any problems which may arise and to offer the necessary support to THE LICENSEE to reach a prompt and satisfactory solution.

3.3.2. MESTRELAB will not be responsible for errors or damages caused by the use of the software inefficiently or in bad faith by THE LICENSEE or its employees, by the interaction of the software with any other software used by THE LICENSEE or its employees or by insufficient knowledge by THE LICENSEE or its employees of the subject to which the software refers - nuclear magnetic resonance.

3.3.3. MESTRELAB will not be responsible for operational failures in any email addresses given by THE LICENSEE for confirmation of receipt of the order or payment.

3.3.4. MESTRELAB guarantees and agrees to be responsible for a period of 2 years for the proper functioning of the software according to the specific user license requested, of all its tools and features, admitting the return of the software if this was faulty or did not reach THE LICENSEE in perfect condition. In this case, MESTRELAB will cover any costs incurred by THE LICENSEE to return the software and will resolve any incidence which may arise in the shortest time possible. MESTRELAB will in NO case be responsible for the use given to the software, for analysis, conclusions, works and other results offered by the software, as these are always dependant on the knowledge, expertise and interpretations of THE LICENSEE and its employees, who declare to have the knowledge necessary to use the software.

3.3.5. MESTRELAB will defend THE LICENSEE from any claim, demand, cause of action, debt or liability (including attorneys' fees and expenses) ("Claim") that the software infringe, misappropriate or otherwise violate any Intellectual Property (patent, copyright or trademark) rights of a third party (an "Indemnified Claim. MESTRELABs duty to indemnify under this Section is contingent upon MESTRELAB receiving prompt notice of an Indemnified Claim and MESTRELABs right to solely control resolution of the Indemnified Claim. MESTRELAB will, at its expense and in its discretion, either (a) resolve the Indemnified Claim in a way that permits continued ownership and use of the affected software; (b) provide a comparable non-infringing replacement software at no cost to THE LICENSEE; or (c) accept return of the software freight collect and provide a reasonable depreciated refund for the software.

3.3.6. THE LICENSEE expressly renounces any rights to claim any contractual or extra contractual responsibility for any damages derived of any of the causes outlined in this clause 3.3. In any case, MESTRELAB's liability if it were not to fulfill its commitments according to these General Terms and Conditions will be limited to the return of the payment made by THE LICENSEE for the specific user license to which the contract applies. In no case will MESTRELAB be liable for damages or loss of business derived from the use of the software, as THE LICENSEE, on receipt and installation of the software, if there is no initial incidence, admits to the proper functioning of the software and, therefore, any subsequent damages will be due to the causes outlined in clause 3.3.4 of these General Terms and Conditions, i.e., the specific

use given to the software by **THE LICENSEE** or its employees, specific use for which **MESTRELAB** will in no case be responsible.

3.3.7. THE LICENSEE expressly renounces any rights to claim any contractual or extra contractual responsibility for damages derived from any of the causes outlined or referred to in this clause.

4.- THE LICENSEE'S RIGHTS AND OBLIGATIONS.-

4.1. Payment.- THE LICENSEE agrees to pay in advance or otherwise according to the payment terms agreed by MESTRELAB the full cost of the license requested in accordance with the prices and terms outlined in ANNEXE 1 of these General Terms and Conditions and of any taxes applicable according to the fiscal location of THE LICENSEE.

4.2. Cancellation.- The license contracted admits the right to cancel while the payment has been made and the license or software has not been delivered, during a maximum period of 7 days from payment, as contemplated in the current legislation regulating consumers and users protection and remote sales. In any other case, there will be no right to cancel, due to the fact that the license to use the software is a product susceptible to be reproduced or copied immediately and these characteristics constitute in legislation an exception to general cancellation regulation.

4.3. Right to evaluate the software.- THE LICENSEE has the right to obtain a evaluation version of the software for a period of 45 days. On completion of this period and in order to continue to use the software THE LICENSEE must opt for the purchase of one of the license options outlined in ANNEXE I of these General Terms and Conditions.

4.4. THE LICENSEE's responsibilities.- In any case, it will be THE LICENSEE's responsibility:

4.4.1. THE LICENSEE assumes all risks of harm, deterioration, damages and loss of the products from the moment in which these are made available to THE LICENSEE.

4.4.2. THE LICENSEE is solely responsible for the specific use given to the software to which the license applies.

4.4.3. THE LICENSEE agrees to use the software in good faith and to comply with the restrictions of the license granted. THE LICENSEE will not undertake any illegal activities in the use of the license, and specifically will not copy the software, distribute it, modify it, reverse engineer it or transform it in any way including the prohibition to produce versions of the software licensed. THE LICENSEE agrees to not undertake any non authorized use of the software.

5.- PERSONAL DATA PROTECTION:

5.1. Information to THE LICENSEE of the existence of file and request for authorisation for the automated processing of data: In relation to the personal data given by THE LICENSEE in the forms which may be in existence in the web page, MESTRELAB complies strictly with the current legislation established in the "Ley 15/1999 de Protección de datos de carácter personal", relating to the protection of personal data, and any other related legislation and informs THE LICENSEE that those data will be included in a file for their automated processing, THE LICENSEE gives consent to this processing on acceptance of these General Terms and Conditions.

5.2. Purpose of the data: MESTRELAB collects certain personal data which are freely introduced by THE LICENSEE in the enquiry, registration and order forms. MESTRELAB informs that it will process the data automatically to process the orders placed and to reply to requests for information. It will also process those data for the periodical delivery of offers, updates and commercial information to THE LICENSEE. In any case, the data gathered and processed by MESTRELAB are only those required for the ends outlined above.

5.3. Obligatory introduction of data: The fields marked with * in the forms are those which require an obligatory answer and, if left blank, they would render the reply to the request or delivery of the order impossible.

5.4. Rights to access, rectification, cancellation and opposition: THE LICENSEE who introduces his/her personal data in the forms will have full right to exercise his/her rights to access, rectification, cancellation and opposition at any time by request to datos@mestrec.com or by ordinary mail to MESTRELAB RESEARCH, S.L., Rua Feliciano Barrera Fernandez 9B-Baixo, 15706 Santiago de Compostela, including in either case copy of the passport of the holder of the data. MESTRELAB agrees to the respect and absolute confidentiality in the collection and treatment of personal data in such a way that THE LICENSEE will always be able to know which data are in the possession of MESTRELAB and what use is being given to those data by means o fan email to datos@mestrec.com or by written request to the postal address above always including a copy of the passport of the holder of the data. All comments and suggestions are of great value to MESTRELAB in order to continually improve our data protection system.

5.5. Responsibility for the treatment of data.- The responsibility for the treatment and processing of personal data lies with MESTRELAB RESEARCH, S.L., Rua Xosé Pasín, nº 6, 5º C at Santiago de Compostela. MESTRELAB has legally registered its data file in the Agencia de Protección de Datos (Data Protection Agency), this file can be consulted at www.agpd.es

5.6. Transfer of data.- Data are not transferred to third parties. MESTRELAB informs THE LICENSEE that, by agreeing to these General Terms and Conditions, THE LICENSEE gives consent to the necessary communication of its data for the processing of orders of the requested products, communication relating to the purpose of the introduction of the data and therefore relating to the free and legitimate acceptance of the contractual relationship existing between THE LICENSEE and MESTRELAB, which requires the conexion of the data for its control, development and fulfilment, including the necessary transmission of the data, for which THE LICENSEE gives consent. In any case, the customer will be entitled to revoke this consent at any time by request to datos@mestrelab.com, this revocation in some cases resulting in the impossibility to complete the purchase of which THE LICENSEE will be appropiately informed.

5.7. SECURITY.- MESTRELAB guarantees the absolute confidentiality and privacy of the personal data collected and for that purpose has adopted essential security measures to prevent their alteration, loss, treatment or unauthorised access to the data and thus guarantee their integrity and security. MESTRELAB is in possession of a SSL certificate for secure transmissions. MESTRELAB will in no case be responsible for any incidence relating to personal data which may arise from an attack or unauthorised access to the systems in a way which makes it impossible to

detect by the security measures implemented or from a lack of diligence by **THE LICENSEE** in the protection and custody of the access keys or of its personal data.
5.8. Veracity of the data.- THE LICENSEE is responsible for the veracity of the data, agreeing not to introduce false data and to modify the data when necessary.

6.- AUTHOR RIGHTS AND BRAND.- MESTRELAB has all the rights, moral and commercial, over the software outlined in the ANNEXE I of these General Terms and Conditions. MESTRELAB has exclusive right to the commercial exploitation of its work in any way and, particularly, all rights to the reproduction, distribution, public communication and transformation of the aforementioned software, which will not be able to be exercised without explicit written authorisation by MESTRELAB.
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7.- TERMINATION OF THE CONTRACT.- MESTRELAB and THE LICENSEE will have the right to consider this contract terminated by any of the causes established in legislation and, in particular, by a breach of these General Terms and Conditions. In case of non compliance by THE LICENSEE, MESTRELAB will have the right to exercise its right to terminate the contract with immediate effect and without notice in those cases in which such breach constitutes a violation of the intellectual property rights held by MESTRELAB over the software. In any other case of breach by THE LICENSEE, a notice period of 30 days will apply and THE LICENSEE will have no right to any kind of compensation. During this notice period THE LICENSEE will have the opportunity to remedy the breach to the satisfaction of MESTRELAB. Such termination does not preclude the right by MESTRELAB to legal action. In the case of breach by MESTRELAB, in accordance with these General Terms and Conditions, THE LICENSEE will have the right to terminate the contract with a notice period of 30 days.

8.- DURATION OF CONTRACT AND GEOGRAPHICAL SCOPE.- The duration of the license is annual or perpetual depending on the specific license granted and without geographical limits unless otherwise specified in site, campus or corporate national licenses.

9.- JURISDICTION AND APPLICABLE LAW.- These General Terms and Conditions are set in the framework of the Spanish law and the parties agree to refer any controversies arising from these General Terms and Conditions to the courts at Santiago de Compostela. THE LICENSEE expressly renounces any other jurisdiction which could be applicable to THE LICENSEE.

10.- SEVERABILITY.- If any clause of these General Terms and Conditions was declared void, the remaining clauses will remain in force and will be interpreted according to the intention of the parties and to the purpose of these General Terms and Conditions. MESTRELAB will have the right to waiver any of the rights and faculties derived from this document. Such waiver will in no case imply any

subsequent waiver unless otherwise admitted by MESTRELAB in writing. These General Terms and Conditions are displayed in English.

ANNEXE I

Product licensed, license duration, specific conditions and price are as per quote by Mestrelab accepted by customer in writing.