CODONCODE SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS LICENSE CAREFULLY BEFORE DOWNLOADING OR INSTALLING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE.

GRANT OF LICENSE

The software and documentation accompanying this license, whether on disk, in read only memory, or on any other media (the "Software"), are licensed to you by CodonCode Corporation ("CodonCode"). CodonCode retains title to the Software and related documentation.

PERMITTED USES AND RESTRICTIONS

You may use the software according to the restrictions imposed by DEMO MODE USE, TIME-LIMITED TRIAL USE, or REGULAR USE as described herein.

You may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the Software in whole or part or transmit the Software over a network or from one computer to another, or permit others to use the Software through the Internet or similar mechanisms. Your rights under this License will terminate automatically without notice from CodonCode if you fail to comply with any term(s) of this License.

DEMO MODE USE

Without a valid license key, the Software will work in DEMO MODE. In DEMO MODE, certain functions, including, but not limited to, saving, printing, and exporting, may be disabled or may become disabled after certain actions or on a certain date. You may use the Software in DEMO MODE, but you may not modify, reverse engineer, or change the software in any way to get around the usage limitations imposed by the software in DEMO MODE. You may only enter license keys obtained directly from CodonCode Corporation or its authorized distributors.

TIME-LIMITED TRIAL USE

TIME-LIMITED TRIAL LICENSE KEYS WILL DISABLE CERTAIN FUNCTIONS OF THE SOFTWARE ON A CERTAIN DATE (the "Expiration Date"). If you are using the Software with a time-limited trial license key, you may use the Software for evaluation and trial use purposes only on a single computer until the Expiration Date. After the Expiration Date, you may continue to use the Software in DEMO MODE.

REGULAR USE

Use of this software other than DEMO MODE USE requires a valid license key for each computer that the software is used on. For each license key you purchased from CodonCode Corporation or its authorized distributors, you may install the Software on a single computer, and make one copy of the Software in machine-readable form for backup purposes. At any point in time, the total number of concurrent users of the software is limited to the number of Single User Licenses or Concurrent Use Licenses you purchased. If you purchased a license of the software for use at a company or other for-profit institution, the license keys will not allow the use of the workstation versions of PHRED and PHRAP, unless you purchased a separate license for these programs.

COPYRIGHT

All title and copyrights in and to the Software and any copies thereof are owned by CodonCode or its suppliers. The programs PHRED and PHRAP are Copyright by the University of Washington, and

distributed by CodonCode Corporation under a software distribution license agreement.

WARRANTY DISCLAIMER

CODONCODE EXPRESSLY DISCLAIMS ANY WARRANTY FOR SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

DISCLAIMER OF DAMAGES

Under no circumstances, including negligence, shall CodonCode or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this CodonCode product, even if CodonCode has been advised of the possibility of such damages. In no event shall CodonCode's total liability to you for all damages for any cause whatsoever, and regardless of the form of the action, exceed the greater of \$500 (U.S.) or the money paid for the Software that caused the damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

EXPORT CONTROL

The Software may be subject to United States export control. You agree to fully comply with all applicable United States export regulations.

TERMINATION

CodonCode may terminate the right to use the Software on notice to you (which may be delivered electronically by the same means as this Software is distributed), and you may terminate this license at any time by destroying or erasing your copy of the Software. Upon termination of this license, you must discontinue all use of the Software and remove the Software from your system.

GENERAL

This License will be construed under the laws of the State of Massachusetts, except for that body of law dealing with conflicts of law. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. Should you have any questions concerning this agreement, or if you desire to contact CodonCode for any reason, please write: CodonCode Customer Sales and Service, 101 Victoria Street, Centerville, MA 02632, USA.

COMPLETE AGREEMENT

This License constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by CodonCode.