
**GENERAL TERMS AND CONDITIONS OF SUPPLY OF PRODUCTS AND SERVICES - RESEARCH ONLY
LICENSE AGREEMENT**

GENERAL PROVISIONS – COMMON PART

1. Definitions

Certain terms used by React4life in these General Terms and Conditions have a specific meaning. This article defines those specific meanings.

1. **React4life** means React4life S.p.A. with its headquarters located in Genoa, Italy, and registered under chamber of commerce number GE - 486109, and all of its affiliates and subsidiaries.
2. **Agreement** means any offer, purchase order or other confirmation under which React4life offers, confirms or supplies the Products or Services to the Counterparty.
3. **Background IP Counterparty**: all knowledge, experience and other information shared by Counterparty to React4life in the context of the Services to be performed by React4life, including, but not limited to, test products, liquids, reagents, samples and prototypes or know-how in connection with foregoing.
4. **Background IP React4life**: all patents, trademarks, copyrights, design, agreement, contract, data and know-how as defined below which pertains to React4life and which was not developed or created in the context of the Agreement, but which knowledge, experience and other information (also including tangible objects) are made available by React4life in the context of the Agreement, including, but not limited to, products, liquids, reagents, samples and prototypes; production processes and other processes, working methods or other relevant information or know-how, protocol, assay, white paper, computer software and firmware.
5. **Confidential Information**: means any and all information and knowledge concerning React4life Products, their use and fabrication, prices and other financial terms, including any information provided by React4life that is marked as confidential.
6. **Counterparty** the natural or legal person with whom React4life has entered into or intends to enter into an Agreement.
7. **Documentation** means React4life written user manuals, Product specification sheets, user guides or similar technical instructions for use of a Product in effect on the date React4life delivers such Product to the Counterparty (either provided with the Product or listed on React4life website).
8. **Foreground IP**: all knowledge, experience and other information developed or created in accordance with, in connection with or under the Agreement, as well as any IP Rights acquired as a result of or vested in such knowledge, experience and other information. Such knowledge, experience and other information also includes testing results, research findings, and other data derived from research with the use of the Product and related documents, as well as tangible objects such as, but not limited to, liquids, reagents and prototypes, production processes and other processes, working methods, know-how and/or computer software/firmware.
9. **Know-how** means all products and methods, trade secrets, protocols, assay, technical information, processes, expertise, hardware, software, firmware and proprietary technologies developed by React4life.
10. **Licensee** means the natural or legal person with whom React4life has entered into or intends to enter into a License Agreement for the use of the Products
11. **Party** means either React4life or the Counterparty, who may also collectively be referred to as the “Parties”.

REACT4LIFE S.p.A.

VAT (P.IVA) 02436280990
REA GE486109
www.react4life.com

LEGAL

Via D. Fiasella 1
16121 Genova (GE) – IT
amministr@react4life.com

OPERATIONAL

Via Greto di Cornigliano 6/R
16152 Genova (GE) – IT
info@react4life.com

12. **Plan:** a general oversight of the period of time in which the Product will be delivered and/or the Services will be executed, that is determined in the Agreement.
13. **Procedures:** any and all procedures of React4life, applicable to the Services and Products.
14. **Product** means any and all React4life disposables, equipment, instruments, accessories or peripherals, manuals, protocols, whitepaper, sold or otherwise made available by React4life to Counterparty under an Agreement.
15. **Quotation:** a document drawn up by React4life that forms a specified offer for the delivery of the Product to and/or performance of the Services by React4life.
16. **Services:** all services to be undertaken by React4life on the basis of the Agreement, first or second line support services, helpdesk as well as training services, and the Software and Studies;
17. **Software:** any software or firmware, which are part of the Product.
18. **Specifications** means React4life written technical specifications for a Product in effect on the date React4life delivers the Product, either provided as part of the Documentation or on React4life's website.
19. **Studies:** research activities to be executed by React4life as specified in the Agreement.

2. General matters to be taken into account

2.1 The Agreement is subject only to the General Terms and Conditions; any other general terms and conditions (of Counterparty) are explicitly rejected and therefore not applicable to the Agreement. These General Terms and Conditions are also applicable to all requests, Quotations, offers, instructions, orders, order confirmations, agreements and any other acts with respect to the supply of the Product and the provision of Services to the Counterparty by React4life.

2.2 This Agreement supersedes any previous agreements between React4life and Counterparty in connection with the same subject matter e.g. Products/Services.

2.3 React4life can only be bound by changes or additions to, an expansion of and/or deviation from the Quotation, the Agreement or a deviation from the General Terms and Conditions if they are confirmed on behalf of React4life in writing or by email followed by written confirmation by a person who is officially authorized to represent React4life.

3. Quotation and Agreement

3.1 Prior to concluding an Agreement, React4life will send Counterparty a Quotation. The Quotation is only binding on React4life if it is confirmed on behalf of React4life by a person who is officially authorized to represent React4life under reference to the Quotation and the Quotation number, and accepted within its period of validity as specified in the Quotation. If no term has been included in the Quotation, the Quotation is valid for one month after it has been issued by React4life.

3.2 The Agreement is fully effective when the Counterparty accepts the quotation, and React4life emits an order confirmation.

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3.3 React4life's obligations pursuant to the Agreement shall be obligations to achieve to perform to the best of one's ability, except where the wording or the context specifically provides otherwise.

4. License, Allowed Use and Title

4.1 The Products, Services, Studies and their use are covered by know-how owned and/or in-licensed by React4life. Subject to these General Terms and Conditions, Counterparty is granted a non-exclusive and non-transferable limited license under React4life's intellectual property rights to use the Product in accordance with the Product Documentation and subject to the terms of next articles.

4.2 **The Counterparty must be a non-profit institution.** Different cases are covered by another contract.

4.3. **The use by the Counterparty is explicitly limited (on a limited license basis) to in-house laboratory research use only for non-profit purpose.** No other right is granted to the Counterparty whether expressly, by implication, by estoppel or otherwise. For clarity, any (i) medical device use, (ii) diagnostic and therapeutic use, (iii) use of the Products in foods, cosmetics, drugs or medical devices for humans or animals, for development of prebiotics and postbiotics, and (iv) any reselling, distributing, transfer, (v) use for the provision of services to third parties of Products or Documentation applicable to React4life Products to any third party by the Counterparty, is explicitly prohibited.

4.4 Counterparty is explicitly prohibited to (de)compile, modify, improve, reproduce, reverse engineer, transfer, disassemble, distribute, market and/or sell, in whole or in part, any Products of React4life (hardware, firmware, documents, protocol). Counterparty further represents and warrants that it will not knowingly use any Product in any way that would infringe any third-party intellectual property rights.

4.5 React4life's product are composed by equipment, software and/or disposable. Counterparty is allowed to use disposable products intended as single use; once opened, they can be used for one experiment and it is not allowed to clean, wash, sterilize, reuse them. Sterility conditions and good outcome of experiments, as well as good React4life reputation, are guaranteed only by using brand new products. After use, the Licensee is authorized to dispose of the item in compliance with applicable regulations and the instructions provided by React4life.

4.6 Counterparty doesn't have any rights to use any Products, Services and Studies until Counterparty has paid to React4life all outstanding amounts pursuant to the Agreement.

4.7 Any times or delivery dates set forth in an Agreement are indicative in nature and not binding, unless this has been expressly agreed upon in advance and in writing. Exceeding of the delivery period does not give Counterparty the right to cancel the Agreement or to refuse the receipt of the Product and/or the Services and/or studies.

4.8 The Counterparty agrees that React4life's products and/or methods and/or know-how shall not be used in conjunction with, or in combination with, any products, methods or know-how provided by competitors of React4life.

4.9. Any use that violates any of the provisions stated above shall be considered a material breach of these Licensing Terms.

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5. Confidentiality

5.1 Neither Party shall disclose the other Party's Confidential Information obtained in relation to the Agreement or during its execution. Each Party shall procure that its employees, affiliates or third parties engaged to perform the obligations under the Agreement will keep secret and not disclose such Confidential Information, other than referred to in Section 6.3. In addition, the Parties hereto shall treat all information received from the other Party, including ideas, processes, knowledge, trade secrets, work, procedures, substances, samples, know-how and other IP information, business information, Counterparties, relations, prices, technical information, Background IP Counterparty/Background IP React4life, reports – including the Final Report – and analyses, evaluations, data and other information and materials as confidential and proprietary to such other Party ('Confidential Information'), shall maintain the secrecy of the Confidential Information and shall not disclose or publish anything with regard to the Confidential Information without the prior written permission of the other Party.

5.2 The foregoing shall not apply to Confidential Information which (i) is or becomes part of the public domain without fault on the part of the receiving Party; (ii) was already known by the receiving Party, other than as a result of the receiving Party's breach of any legal obligation; (iii) becomes known to the receiving Party on a non-confidential basis through disclosure by sources other than the disclosing Party, and having the legal right to disclose such Confidential Information; or (iv) is independently developed by the receiving Party, as can be demonstrated with proper proofs, without reference to or reliance upon the disclosing Party's Confidential Information. If the receiving Party is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of the disclosing Party's Confidential Information, the receiving Party will give the disclosing Party prompt written notice thereof and the receiving Party will take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. The receiving Party will cooperate reasonably with the disclosing Party in any efforts to seek a protective order.

5.3 React4life may provide Counterparty's Confidential Information solely to its employees, consultants and subcontractors on a need-to-know basis; provided, however, that any such employees, consultants and subcontractors are bound by written obligations of confidentiality.

6. Intellectual Property (IP) Rights

6.1 Regarding the Product and Services that are property of React4life as described in the following articles, React4life is solely entitled to apply for IP Rights.

6.2 Any know-how, methodologies, or processes used or developed by React4life to provide the Services to the Counterparty under the Agreement that are of general applicability, as well as any improvements thereto developed during the performance of Services, and any copyrights, trademarks, patents, trade secrets, knowledge, experience or any other proprietary rights thereon, remain the sole and exclusive property of React4life. The foregoing also qualifies as 'Confidential Information', as referred to in article 6, although included in reports, documentation, verbal meeting and any other methodology of transmission of information from React4life to the Counterparty.

6.3 Insofar as it does not include any React4life IP, Counterparty will, fully and freely, own the results and data arising from the provision of the Services and any intellectual property rights that may be vested on such results and data ("Counterparty IP"). React4life shall have the right to use the results and data arising from the provision of the Services for its internal research purposes.

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6.4 Notwithstanding the aforementioned, Parties explicitly acknowledge that any results directly related to the Background IP Counterparty, that are generated as a result of the Studies, will be considered as Confidential Information of Counterparty.

6.5 Any modification, or improvement of React4life's Products and methods of their use, any integration, combination, interfacing with other devices/products that can lead to new IP rights and/or new potential commercial exploitation, regardless of who designed/developed/carried out the foregoing, are the sole and exclusive property of React4life.

6.6 Without limiting the limited license expressly granted under Section 4.1, Counterparty is solely responsible for determining whether it has all the intellectual property rights that are necessary for its intended use of a Product and whether it may be required to obtain any intellectual property rights from a third party.

6.7 Counterparty warrants that no third-party IP Rights are infringed by the use of the Background as specified or provided by Counterparty and/or in the event a specific procedure is requested by Counterparty to be applied by React4life in connection with the performance of the Studies by React4life. Counterparty indemnifies and holds harmless React4life against all claims, demands, losses, proceedings, costs and expenses (including legal fees), which may be brought or asserted against React4life by a third party on the grounds of infringement of third-party IP Rights as a consequence of using the Background or specific procedures requested by Counterparty to be applied by React4life.

6.8 In the event the Counterparty discovers an infringement of IP Rights that pertain to React4life, the Counterparty must notify React4life as promptly as possible.

6.9 The Counterparty shall not alter or delete any indications of origin of React4life or third-party suppliers (including trademarks, logos and trade names) that are attached to or displayed on the Product or any other goods provided by React4life.

6.10 To the extent that React4life's Intellectual Property rights do not vest automatically in React4life, Counterparty undertakes to cooperate immediately in the transfer of the IP Rights to React4life and to execute any document or deed necessary to vest such Intellectual Property in React4life, and Counterparty hereby gives React4life a nonrevocable power of attorney (including the power to subdelegate such power to any attorney or notary of law) to execute such document or deed necessary to vest such Intellectual Property in React4life.

7. Fees And Expenses

7.1 Counterparty shall pay to React4life the prices and fees specified in the Agreement. All prices and fees are excluding value-added tax ('VAT') and duties (including export or import duties), permits and licenses, freight or insurance and inspection and any other taxes or government levies, as well as costs for transport and delivery, which are borne by the Counterparty unless explicitly stated otherwise in the Agreement. If in consultation with the Counterparty deviations from the Agreement between React4life and the Counterparty are made, the costs deriving from such deviations are invoiced to the Counterparty against the prices and fees that apply at such time.

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7.2 Unless otherwise stated in the Agreement, payment will be made, without any deduction, discount or debt settlement, upon receipt of the invoice for Products, Services and Studies delivered by React4life. Payment shall be into the bank account mentioned in the invoice.

7.3 Counterparty will pay a late fee to the extended provided for Italian law n. 231/2002 on any overdue amounts. All costs and expenses incurred by React4life with respect to the collection of overdue payments (including, without limitation, reasonable attorney fees, expert fees, court costs and other expenses of litigation) are for the Counterparty's account. If any portion of an invoice is disputed, the Counterparty shall pay the invoice even in case of dispute and the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable.

8. Liability and Indemnification

8.1 All Services, Studies and Products are delivered by React4life "as is" without warranty of any kind. React4life explicitly excludes all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.

8.2 Except for gross negligence or wilful misconduct of React4life or its officers, or the third parties engaged by React4life in the execution of the Agreement, React4life total liability and Counterparty's exclusive remedy for any cause of action associated with an Agreement, whether based in tort, contract, strict liability or any other legal theory, is expressly limited to replacement of nonconforming Products or payment in an amount not to exceed the total amount of the fees paid or owed by the Counterparty for the Services from which the liability arises. In no event shall React4life be liable for any other damages including, without limitation, incidental, special, punitive or consequential damages ("Losses"). In any event, a claim will be unenforceable and lapse unless the Counterparty reports qualified defects within 15 working days of delivery and initiates legal proceedings within a period of 1 (one) year after the Counterparty has first notified React4life. Furthermore, React4life is not liable for damages, including but not limited to damages related to the infringement of third-party intellectual property rights, resulting from the use of the Products by the Counterparty.

8.3 Counterparty will indemnify, and hold harmless React4life or the third parties engaged by React4life in the execution of the Agreement, from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees and other costs of defending any action), penalties, and judgments (each, a "Claim") caused by the use of the results and data arising from the provision of the Services, or the transportation, delivery or use of any Product after delivery, including, without limiting the generality of the foregoing, Claims associated with infringement of any third party's intellectual property rights, unless a Claim is the direct result a React4life Product failing to meet the functional or technical specifications of the products expressly made known, or the gross negligence or wilful misconduct of React4life.

8.4 Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached an Agreement for failure or delay in fulfilling or performing any term of the Agreement and these General Terms and Conditions (other than an obligation to pay an amount) when such failure or delay is caused by or results from events beyond the reasonable control of the non-performing Party. The non-performing Party shall notify the other Party of such force majeure within thirty (30) days after such

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occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.

9. Governing Law and Jurisdiction

9.1 These General Terms and Conditions, any and all Agreements and any and all offers made by React4life are exclusively governed by the laws of Italy. The United Nations Convention on Contracts for International Sale of Goods (CISG) does not apply.

9.2 The Agreement will be governed by the laws of Italy, without regards to its conflict of law principles. Any dispute, difference or litigation arising out of or relating to the Agreement, concerning the Agreement's existence, validity, interpretation, performance or termination or arising from the consequences and results hereof shall be referred exclusively to the competent courts of Milan (Italy) having jurisdiction under ordinary conditions.

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PART ABOUT PRODUCTS

10. Shipment, Inspection and Acceptance

10.1 Unless indicated otherwise in an Agreement, delivery of Products shall take place ex Works at React4life facilities, as selected at the discretion of React4life, in conformity with the conditions of the latest version of Incoterms published by the International Chamber of Commerce (ICC) as applicable on the date of the Agreement, and subject to Section 4.5.

10.2 Counterparty will use reasonable care in using, handling, storing, transporting and disposing of the Products in accordance with the Documentation, and ensure that Products are used and handled only by qualified laboratory personnel under Counterparty's immediate and direct control and who have been trained to use the Products.

10.3 Counterparty will have the right to inspect received Products for defects and/or non-conformance with the Product Specifications for a period of 15 days after receipt of the Product at Counterparty's facilities. A Product will be deemed accepted by Counterparty unless Counterparty notifies React4life in writing of any defect or non-conformance relating to the Product within this (15) working day period. React4life will, at its sole discretion, repair or replace the rejected Product at React4life cost, which will be Counterparty's sole remedy for rejected Products.

11. Transfer of ownership (retention of title) and License of use

11.1 Title to any React4life's know-how will remain with React4life. Counterparty is granted a non-transferable, non-exclusive license to use the Products, Services, and Studies in accordance with the terms of this Agreement. The license is contingent upon the Counterparty's payment of all outstanding amounts pursuant to the Agreement. The Counterparty does not acquire any ownership rights to the Products, Services, or Studies, but only the right to use them as specified in this Agreement.

11.2 In case of loan of the Product, React4life will retain ownership of the Product for the duration of the loan as agreed upon in the Agreement.

12 Product Warranty

12.1 All Product warranties given by React4life under this section (the "Product Warranty") are personal and may not be transferred or assigned to a third party. React4life makes no warranty of any kind that the Products will satisfy Counterparty's intended uses or requirements, or desired results. React4life explicitly excludes all implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. Any warranty that cannot be disclaimed under applicable law will be limited in duration to the applicable warranty period.

12.2 React4life warrants that Products will conform to their Specifications for the period (including if applicable the shelf life) after the delivery date that is indicated in the Documentation for such Product.

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The Product warranty does not apply to, and React4life expressly disclaims any express, implied or statutory warranty for any third-party products or consumables that may be acquired or used with the Products. The Product Warranty also does not apply to, and React4life will have no liability for, any Product non-conformance or defect that is attributable to (i) normal wear and tear, abuse, misuse, improper storage or handling, neglect, accident, unauthorized alterations, modifications or use contrary to the Documentation or Specifications (ii) maintenance or repair other than if performed by React4life or with React4life's express authorization (iii) failure to maintain the Products in accordance with the Documentation or Specifications, and (iv) any force majeure event or other external cause.

12.3 Any warranty claim must be made in writing by Counterparty within 30 working days of:

(A) discovery of the defect by Counterparty; or

(B) the date Counterparty should have reasonably discovered the defect, whichever is earlier. After the aforementioned period, any warranty claim will lapse.

12.4 After the warranty has been recognized in written form by React4life, the Counterparty shall send at their own expense the product to React4life for repair/substitution.

12.5 To meet its warranty obligations in respect of the Product's hardware, React4life shall, at its sole discretion, either replace the defective (part of the) hardware with a new (part of the) hardware free of charge, or repair the defective (part of the) hardware free of charge. The remedies in this clause shall constitute Counterparty's sole remedy.

12.6 The Software is made available on an 'as-is' basis without any warranties of any kind, whether express or implied. React4life does not warrant that the use of the Product's software will be uninterrupted or error-free.

12.7 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Agreement, the General Terms and Conditions or any subsequent contract, whether by law or otherwise, are excluded, including implied conditions, warranties or other terms as to satisfactory quality, non-infringement, or fitness for a particular purpose.

12.8 Any warranty as provided for by React4life does not cover any defects, which are caused by governmental or international rules and regulations in respect of the nature and quality of applied materials.

12.9 All warranty obligations expire if:

(A) Counterparty makes changes, reparations and/or performs other activities on the Product by itself or has this done by a third party;

(B) the Product is or has not been accurately used, maintained or treated in accordance with the delivered or applicable regulations or the directions for use or is or has been in any other way improperly used, maintained or treated;

(C) the Product is or has been used for other purposes than for what it is meant to be used;

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(D) Counterparty does not fulfil his payment or license obligations;

(E) Counterparty allows untrained personnel to use the Product.

12.10 React4life's warranty does not cover normal wear and tear.

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PART ABOUT SERVICES AND STUDIES

13 Counterparty Obligations

13.1 Counterparty shall timely and appropriately provide React4life with any and all Counterparty Information and Counterparty Materials that React4life requires for the proper and timely performance of the delivery of the Services under the Agreement no later than 14 (fourteen) days prior to the date of commencement of the Services. Counterparty guarantees the accuracy, completeness and reliability of the Counterparty Information and Counterparty Materials provided to React4life, even if this has been obtained from third parties.

13.2 Counterparty guarantees that it is entitled to disclose to React4life the Counterparty Information and to provide any Counterparty Materials.

13.3 Counterparty further guarantees that the Counterparty Information and Counterparty Materials do not contain any personal data.

13.4 Counterparty shall, at all times, keep a back-up of the Counterparty Information provided by the Counterparty.

13.5 Any additional costs and/or damage caused by a delay in the provision of the Services as result of the Counterparty's failure to timely provide React4life with the requested Counterparty Information, Counterparty Materials and related documentation will be borne by the Counterparty.

13.6 Counterparty will be responsible for delivering the Counterparty Materials to React4life at React4life's operational address and in the specific format as is agreed in the Agreement. Counterparty will be responsible for the costs of such delivery and for obtaining all import and export licenses required to deliver the Counterparty Materials to React4life.

13.7 Counterparty shall be responsible for notifying React4life of any hazards associated with the Counterparty Materials and its use. Counterparty will provide React4life with written safety declarations and instructions on handling, use, transport, storage, and disposal of Counterparty Materials. Counterparty shall further declare and guarantee that any Counterparty Material will be provided to React4life in a sterile, non-infectious, non-hazardous, non-toxic, and non- carcinogenic state and based on its quantity, concentration or physical, chemical or biological characteristics, the Counterparty Material will not cause or pose a present or potential hazard to human health or the environment when properly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled. Counterparty shall be responsible for all Losses incurred by React4life and its employees as a result of using or handling the Counterparty Materials.

13.8 The Counterparty Materials shall at all times remain the property of the Counterparty.

13.9 React4life shall not reverse-engineer, analyze or otherwise attempt to derive the properties, composition, construction or method of manufacture of Counterparty Materials, including but not limited to, analysis by physical, chemical or biochemical means and shall not cause a third party to do the same.

13.10 Following (6) six weeks after completion of the Services/Studies, React4life shall destroy any remaining Counterparty Material, unless otherwise specifically agreed to under an Agreement. Destruction,

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disposal, return or any other agreed upon processing of Counterparty Materials after completion of the Services will be done at Counterparty's cost.

14 Execution of The Engagement

14.1 All Services/Studies are to be executed by React4life to the Counterparty are described in the Agreement.

14.2 React4life will make every effort to deliver the Services with reasonable skill, care and diligence.

14.3 React4life shall carry out its obligations under the Agreement in accordance with all applicable laws and regulations. React4life shall not, under any circumstance, be required to commit any act or omission that is in conflict or incompatible with the aforementioned laws and regulations.

14.4 React4life will determine the manner in which the Agreement will be executed and by whom and will be entitled to engage third parties as a subcontractor in the execution of the Agreement without any notice to the Counterparty.

14.5 In all cases, unless otherwise explicitly agreed to in writing by both Parties, React4life shall not be responsible to provide to Counterparty any other deliverables than those specifically agreed upon in the Agreement.

15. Publication

15.1 Counterparty can use the name of React4life and its Products, but shall not make use of or refer to any Confidential Information of React4life (including (the terms of) the Agreement), in any connection whatsoever. Counterparty shall communicate this event in written form to React4life. React4life is allowed to make Counterparty reference in its marketing material.

16. Assignment and setoff

16.1 Counterparty is not permitted to assign any rights or obligations under the Agreement without the prior written consent of React4life by a person who is officially authorized to represent React4life. Counterparty has no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Product sold or leased, or Services performed under the Agreement or under any other agreement that Counterparty may have with React4life.

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OPERATIONAL

Via Greto di Cornigliano 6/R
16152 Genova (GE) – IT
info@react4life.com