

ANALYZE IQ LIMITED

AND

SPL PHOTONICS COMPANY LIMITED

SOFTWARE RESELLER AGREEMENT

THIS AGREEMENT is dated 4 May 2012.

PARTIES:

- (1) **ANALYZE IQ LIMITED**, a limited liability company incorporated in Ireland (registered no. 455150), whose registered office is at Cahercrin, Athenry, Co. Galway (the “Company”); and
- (2) **Hangzhou SPL Photonics Co., Ltd.** a company incorporated in China (registered no: 330106000131482), whose registered office is at Hangzhou, Zhejiang (the “Reseller”).

BACKGROUND:

The Company is the owner of certain software products. The Company wishes to appoint the Reseller to sell and distribute its Software (as defined below) on a non-exclusive basis, on the terms and conditions set out below.

TERMS:

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions. In this Agreement, the following expressions have the following meanings:

“Fee” means the fees payable by the Reseller to the Company under Clause 4 and Schedule 3.

“Intellectual Property Rights” means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

“Software” means the software products listed in Schedule 1. The Company has the right to modify, delete, add or remove additional software to the list in Schedule 1 and will notify the Reseller of the amendment.

“Specification” means that specification of the Software as set out in Schedule 2.

- 1.2. Interpretation. In this Agreement:

- 1.2.1 Unless the context otherwise requires, reference to a recital, article, paragraph, provision, clause or schedule is to a recital, article, paragraph, provision, clause or schedule of or to this Agreement.
- 1.2.2 The headings in this Agreement are inserted for convenience only and do not affect its construction.
- 1.2.3 The expressions “include”, “includes”, “including”, “in particular” and similar expressions shall be construed without limitation.

2. APPOINTMENT OF THE RESELLER

- 2.1. Appointment. The Company appoints the Reseller on a non-exclusive basis for 3 years (the “Term”) to resell and distribute the Software, subject to the terms of this Agreement. The Reseller will market and sub-license the Software to one or more end-user clients (the “Customers”) and may provide any subscribing and paying Customers with ongoing maintenance and support, as the case may be.
- 2.2. Licenses. The Company grants to the Reseller the following licenses to the Reseller for the purposes of this Agreement
 - 2.2.1 Distribution License. The Company grants to the Reseller a license to distribute the Software to Customers who have executed a sub-license agreement with the Reseller which requires the consent and approval of the Company (a “Customer License Agreement”).
 - 2.2.2 Installation, Maintenance, Marketing and Training License. The Company grants to the Reseller a license to demonstrate the Software in order to provide installation support and maintenance services to the Customers, the market the Software, the demonstrate the Software and to train Customers on the Software.
 - 2.2.3 Documentation License. The Company grants to the Reseller a license to reproduce and distribute to the Customers the guides, operating manuals and other documentation relating to the Software. The Company will provide the Reseller with master copies of the Software and manuals will be provided to the Reseller via a secure download, with a CD copy provided subsequently if required.
- 2.3 Marketing. The Reseller will use its best endeavors to (i) market the Software, including by regularly contacting and visiting existing and potential Customers, and (ii) maintain an adequate and properly trained marketing staff, and (iii) promptly follow-up marketing leads supplied by the Company.

- 2.4 Training. The Reseller will train its personnel in the use and operation of the Software. Adequate training includes attending or using all training courses and materials offered or distributes by the Company.
- 2.5 Installation, Maintenance and Support. The Reseller is responsible to the Customers for the installation, maintenance and support of the Software and will maintain an adequate and properly trained staff for such purposes. The Company is available for additional support and assistance where required (as detailed at Clause 3).
- 2.6 Record Keeping. The Reseller will keep accurate books and records in reasonable detail regarding its marketing and sub-licensing of the Software. The Company has the right to audit such books and records during business opening house, upon providing the Reseller of reasonable notice in advance of its intention to visit the Reseller.
- 2.7 Reporting. The Reseller will promptly inform the Company, in full detail, of all problems relating to the Software. The Reseller will provide quarterly reports to the Company of its performance of its obligations under this Agreement.
- 2.8. Inspection. The Reseller shall permit the Company to inspect and have access to any premises, and to the computer equipment located there, at or on which the Software is being kept or used, and any records kept pursuant to this Agreement, for the purposes of ensuring that the Reseller is complying with the terms of this Agreement. The Company shall provide reasonable advance notice to the Reseller of such inspections, and inspections shall take place at reasonable times.
- 2.9 Compliance with Applicable Laws. The Reseller will comply with all applicable laws and regulations in connection with its performance of its obligations under this Agreement.
- 2.10 Intellectual Property Rights. The Reseller has no right to use the Company's Intellectual Property Rights except as permitted under this Agreement, without the prior written consent of the Company.
- 2.11 Complimentary Software License. The Company grants the Reseller two complementary licenses to use the Software, strictly for the internal use by the Reseller.

3. TECHNICAL SUPPORT OBLIGATIONS OF THE COMPANY

- 3.1 The Company will provide technical support to the Reseller and Reseller's customers via telephone and email. The Reseller's customers can either pay for

an annual support contract, or pay on a per-use basis for technical support, under terms specified in licenses issued by the Company to the Reseller for the Reseller's customers. Premium technical support which is available 24 hours a day via a dedicated phone line is also available, at additional cost.

4. FEES

- 4.1. Fees. The Reseller agrees to pay to the Company such fees as are set out in Schedule 3.
- 4.2. VAT. Unless expressly quoted as including VAT, all prices are exclusive of value added tax or any other government taxes or duties which, if applicable, shall be paid by the Reseller.
- 3.3 Transaction Fees. All prices are exclusive of electronic funds transfer fees or any other transaction fees or charges which, if applicable, shall be paid by the Reseller.

5. MODIFICATIONS

The Company shall inform the Reseller of any modifications in the Software and shall offer to provide such Modifications to the Reseller on the terms on which they are generally made available to the Company's Resellers by the Company.

6. INTELLECTUAL PROPERTY

- 6.1. No Other License. The Reseller acknowledges that all Intellectual Property Rights in the Software and any modification of the Software belong and shall belong to the Company. The Reseller has no rights in or to the Software other than the right to use and distribute it in accordance with the terms of this Agreement.
- 6.2. Infringement Claims. At the Company's sole expense, the Company shall defend the Reseller or, at its option, settle any Infringement Claim or action brought against the Reseller alleging that the possession, use, development, modification or maintenance of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the Irish Intellectual Property Rights of a third party (an "Infringement Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Reseller as a result of or in connection with any such Infringement Claim.

For the avoidance of doubt, this Clause 6.2 shall not apply where the Infringement Claim in question arises from the possession, use, development, modification or maintenance of the Software (or any part) by the Reseller other than in accordance with the terms of this Agreement or use of a non-current release of the Software.

- 6.3. Conditions of the Indemnity. As a condition of obtaining an indemnity in the circumstances set out in Clause 6.2, Reseller shall:
 - 6.3.1 fully and promptly notify the Company of any Infringement Claim, or threatened Infringement Claim, but failure to do so shall not release the Company of its obligations under this Clause 6.3 except to the extent that it is actually prejudiced;
 - 6.3.2 not make any admission as to liability or compromise or agree to any settlement of any Infringement Claim without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed;
 - 6.3.3 permit the Company to take full control of such Infringement Claim, including settling it at the Company's expense; and
 - 6.3.4 give reasonable assistance in the investigation and defence of such Infringement Claim.
- 6.4. Company's Right to Modify. If any Infringement Claim is made, or in the Company's reasonable opinion is likely to be made, against the Reseller, the Company may at its sole option and expense:
 - 6.4.1 procure for the Reseller the right to continue using, distributing or maintaining the Software (or any part) in accordance with the terms of this Licence;
 - 6.4.2 modify the Software so that it ceases to be infringing; or
 - 6.4.3 replace the Software with non-infringing software.

If the Company modifies or replaces the Software, the modified or replacement Software must comply with the warranty contained in Clause 7.1 and the Reseller shall have the same rights in respect of those warranties as it would have had under those clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

7. WARRANTIES AND LIABILITY

- 7.1. Warranty. The Company warrants that the Software will conform in all material respects to the Specification for a period of 30 days from the date of this Agreement (the “Warranty Period”).
- 7.2. Remedy. If:
 - 7.2.1 the Reseller notifies the Company in writing within the Warranty Period of any defect or fault in the Software which results in it failing to conform to the Specification in all material respects; and
 - 7.2.2 the defect or fault does not result from the Reseller, or anyone acting with the authority of the Reseller, having amended the Software or used it outside the terms of this Agreement, or in combination with any other software not provided by the Company, the Company shall either replace or repair the Software, provided that the Reseller provides the Company with all the information that may be necessary to assist the Company in resolving the defect or fault, including sufficient information to enable the Company to re-create the defect or fault.
- 7.3. Selection. The Reseller accepts responsibility for the selection of the Software to achieve its intended results.
- 7.4. No Other Warranties. Except where required by applicable law, the above warranties are the Company’s only warranties. The Company makes no additional representations or warranties, and disclaims all warranties, representations, and liabilities, whether express or implied, arising from contract or tort (except fraud), imposed by statute or otherwise, relating to the Software, including any warranties as to merchantability, fitness for purpose, or correspondence with description. In particular, the Company does not warrant that the use of the Software will be uninterrupted or error-free.
- 7.5. Limitation of Liability. The total liability of the Company, whether in contract, tort or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fee.
- 7.6. Consequential Loss Etc. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable to the other by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of this Agreement, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by its negligence of the respective parties, or that if its employees or agents or otherwise, even if advised of the possibility of such damages.

- 7.7. Non-Excludable Liability. Nothing in this Agreement shall exclude or limit the liability of the Company for death or personal injury resulting from the negligence of the Company or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

8. TERMINATION

- 8.1. Right to Terminate. Either party may terminate this Agreement at any time on written notice to the other if:
- 8.1.1 the other is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach;
 - 8.1.2 the other is deemed to be unable to pay its debts within the meaning of section 214 of the Companies Act 1963 (or its equivalent in the laws of the US), is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or composition with its creditors;
 - 8.1.3 the other ceases carrying on, threatens to cease carrying on, or disposes of its business or a material part of its business;
 - 8.1.4 the other takes any corporate action or other steps are taken or legal proceedings are started for its winding up, dissolution, examinership or re-organisation or for the appointment of a liquidator, receiver, examiner, conservator, custodian, trustee or similar officer of it or of any or all of its revenues and assets; or
 - 8.1.5 any execution or distress is levied against, or an encumbrancer takes possession of, the whole or any part of, the property, undertakings or assets of the other or any event occurs which under the laws of any jurisdiction has a similar or analogous effect.
- 8.2. No Effect on Other Rights. Termination by either party in accordance with Clause 8.1 shall not affect any other rights or remedies of that party accrued prior to termination.
- 8.3. Consequences of Termination. On termination for any reason:
- 8.3.1 all licenses granted to the Reseller under this Agreement shall cease;
 - 8.3.2 the Reseller shall cease all activities authorized by this Agreement;

- 8.3.3 the Reseller shall immediately pay to the Company any sums due to the Company under this Agreement; and
- 8.3.4 the Reseller shall immediately destroy or return to the Company (at the Company's option) all copies of the Software then in its possession, custody or control (including but not limited to all backup copies) and, in the case of destruction, certify to the Company that it has done so.
- 8.4. Termination Due to Non-Performance. The Company reserves the right, at its sole discretion, to terminate this agreement if the Reseller is deemed to be inactive by not reaching specific targets as specified in Schedule 3.

9. LICENCE MANAGEMENT AND SECURITY

- 9.1 End-user licensing will be managed via the Company's licensing infrastructure.
- 9.2 Where the Company's copyright notice appears on products and associated documentation, it will be accompanied by the Company's website address.
- 9.3 The Reseller will make its best effort to secure all products, data, documentation, and other intellectual property, including (but not limited to) ensuring there is no unlicensed or unauthorized transmission or reproduction of data, spectra, or other materials.
- 9.4 The Reseller will be responsible for maintaining appropriate and secure backups of data, associated documentation, and information relating to any transactions.
- 9.5 Any breaches of the Reseller's security will be reported immediately to the Company, if they may have affected any of the products, data, documentation, or information that is associated with this agreement.

10. MISCELLANEOUS PROVISIONS

- 10.1 Confidentiality. During the term of this Agreement, and for a period of ten years after its expiry or termination, each party shall keep confidential, and not use for its own purposes nor without the prior written consent of the other disclose to any third party any, all and any information of a confidential nature, including trade secrets and information of commercial value, which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other

than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

- 10.2 Force Majeure. Neither party shall be liable for failure or delay in the performance of any of its obligations under this Agreement if such failure or delay results from Force Majeure, but any such failure or delay shall be remedied as soon as practicable.
- 10.3 Notices. Any notice or other communication whether required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been duly given if delivered by hand to the addressee or sent by registered post to the addressee at the address set out for such party in this Agreement (or such other address as that party may from time to time designate in writing to the other parties in accordance with the provisions of this Clause). Any such notice shall be deemed to have been duly given if delivered, at the time of delivery, if sent by registered post, forty eight hours after posting.
- 10.4 Severability. If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.
- 10.5 Parties Bound. This Agreement shall be binding upon and run for the benefit of the parties, their successors and permitted assigns.
- 10.6 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to their subject matter, and except as expressly provided, supersede all prior representations, writings, negotiations or understandings with respect to that subject matter.
- 10.7 Further Assurance. Each party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.
- 10.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.
- 10.9 Waivers. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

- 10.10 Variations. No variation of this Agreement shall be effective unless it is made in writing and signed by each of the parties.
- 10.11 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Ireland, and shall be subject to the exclusive jurisdiction of the Irish courts.

SCHEDULE 1: THE SOFTWARE

Analyze IQ Lab
Analyze IQ Spectra Manager
Analyze IQ Raman Library

The Company has the right to modify, delete, add or remove additional software to the list in Schedule 1 and will notify the Reseller of the amendment.

SCHEDULE 2: SPECIFICATION

Technology Overview

The Analyze IQ software suite has been designed to address the need for accurate analysis of spectroscopic data from mixtures of materials.

Molecular spectroscopic techniques such as infra-red (IR), near infra-red (NIR), and Raman spectroscopy are widely used in analytical chemistry to characterize the molecular structure of materials. In practical applications, a given target substance to be identified is often not in pure form, but mixed with other components that contribute peaks to the molecular spectrum collected. The peaks from the various components in a mixture may mask or overlap each other, and confound standard identification procedures that try to match the spectrum of a sample against a database of pure substances' spectra.

Analyze IQ introduces a new **model-driven** paradigm for spectral data analysis, that is particularly well suited to analysis of mixtures.

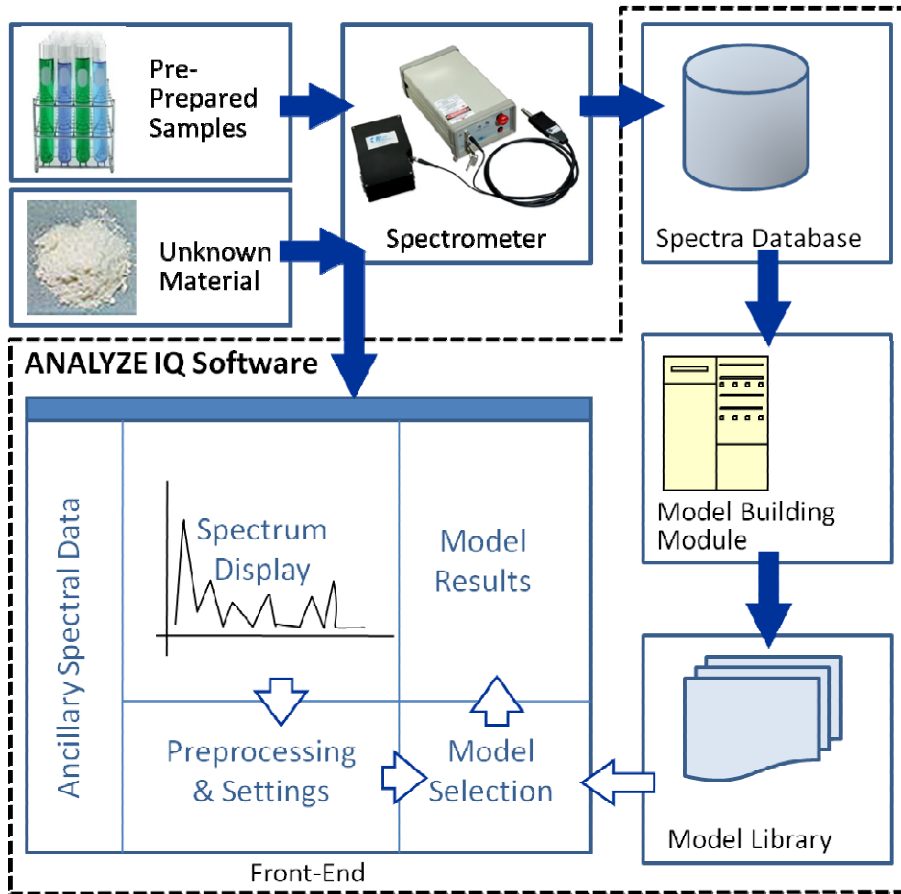
Some other software products attempt to identify spectra by directly matched against a database using conventional database search techniques, which is reasonable when working with spectra of pure materials, but this is less feasible if the spectrum contains peaks from multiple components of a mixture, as occurs in many practical situations. A common approach to analysing the spectra of mixtures is to begin by identifying one component with a strong signal, subtracting this from the spectrum, and repeating the process. However, this is complex and error-prone, and cannot be done reliably operators in the field who may not be experienced chemometricians. Analyze IQ's model-driven paradigm takes a completely different approach that allows *fast, accurate and automatic* analysis of a spectrum coming from a mixture, to identify its components. A range of mixtures of known composition are prepared and stored in a database. Then, proprietary analytical methods based on machine learning are used to construct analytical models that compactly summarize all of the spectral data. These models are embedded in the Analyze IQ Lab software package. When the spectrum of an unknown material is collected, its composition can be determined instantaneously and accurately using the analytical models that have been tuned to identify specific target materials.

Analyze IQ provides a wide range of analytical techniques, ranging from conventional statistical methods such as Principal Component regression to innovative proprietary algorithms including Weighted Spectral Linear SVM and Spectral Attribute Voting. Testing has shown that our proprietary methods are substantially *more accurate* than standard techniques, particularly when analyzing complex mixtures.

Although the Analyze IQ software provides sophisticated analysis techniques, it greatly simplifies the task of using them. A step-by-step wizard is provided so that the user can easily build new models customized for their data. Functionality is provided to 'auto-select' the training set, by scanning the databases for all samples that include the target

material and other relevant samples, such as those that contain materials that occur in mixtures with the target material.

The general Analyze IQ software architecture is shown in the figure below.

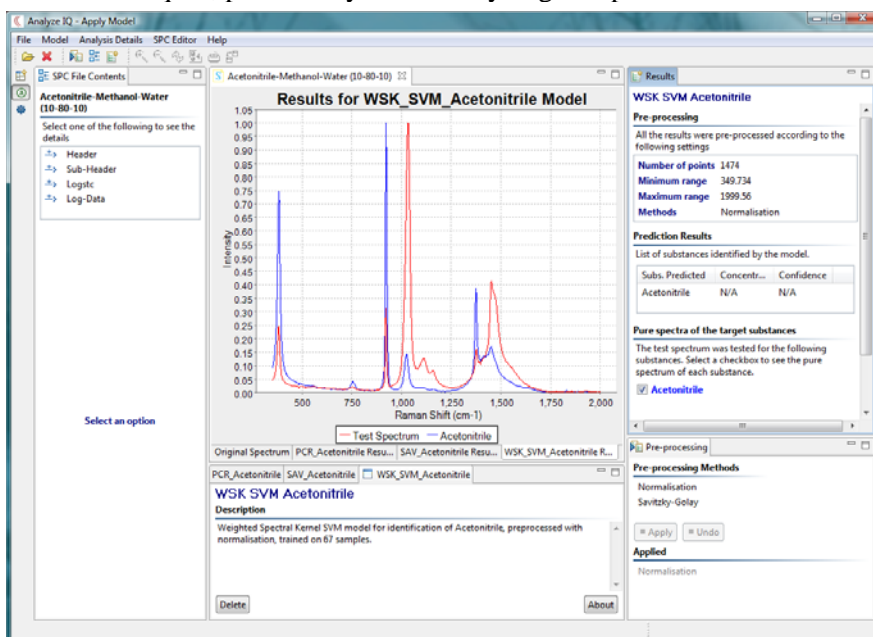


General Architecture of Analyze IQ Software

Analyze IQ Lab

Analyze IQ Lab is a chemometric software package designed for use in commercial R&D, forensics labs and academic research labs. Analyze IQ Lab is designed to supersede existing software packages for spectral analysis and chemometrics.

In addition to standard chemometric techniques such as PCR, Analyze IQ Lab provides users with access to innovative machine learning techniques that have been designed for spectral analysis. Testing has shown that these proprietary methods are more accurate than standard techniques, particularly when analyzing complex mixtures.



Key features of Analyze IQ Lab include:

- Advanced spectral analysis software yielding fast and accurate results
- Intuitive and modern graphical user interface
- Provides a range of useful pre-processing options
- Works with standard spectral data formats, and can be customized for user-specific data formats.

With Analyze IQ's new model-driven paradigm for spectral data analysis, you can:

- Analyze data using a library of pre-built models
- Easily build new models customized for your data, using a step-by-step wizard
- Select from a wide range of model-building techniques, ranging from standard chemometric methods to innovative patent-protected techniques.

ID	Mixture/Pure	Target
1818	L-(+)-Arabinose	No
823	L-Alanine, methyl ester, h...	No
2411	L-Aspartic acid	No
2491	L-Glutamic acid	No
2786	L-Leucine	No
1514	L-Sorbose	No
2817	L-Sorbose	No
799	L-Tartaric Acid Diammoniu...	No
574	L-Thioproline	No
2574	L-Thioproline	No
2567	L-Tyrosine	No
1081	Ethanol	No
1189	Mixture	No
1190	Mixture	No
1191	Mixture	No
1192	Mixture	No
1193	Mixture	No
1194	Mixture	No
1195	Mixture	No
1196	Mixture	No
1197	Mixture	No
1198	Mixture	No
1199	Mixture	No

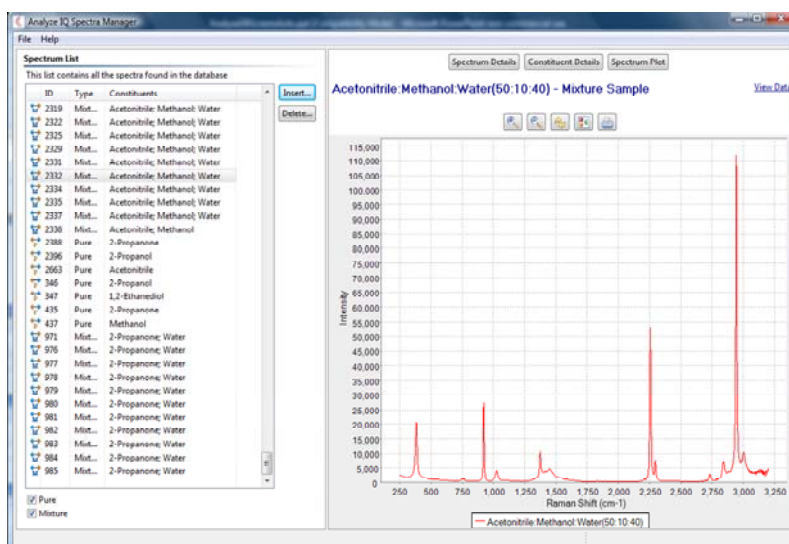
Target:
No. Samples (Target/Non-Target): 29 (0/29)

Analyze IQ Spectra Manager

Analyze IQ Spectra Manager is a spectral database and data management package that allows users to easily manage a library of spectra. Features include:

- Allows you to store CAS registry numbers and QA details.
- Retrieve and list spectra by IUPAC and common names.
- For mixtures, all the relevant data can be included, so that you can track mixtures that use the same materials by lot numbers.

Spectra Manager links seamlessly with Analyze IQ Lab, allowing users to select data from their database for the development of Analyze IQ models. Functionality is provided to 'auto-select' the training set, by scanning the databases for all samples that include the target material and other relevant samples, such as those that contain materials that occur in mixtures with the target material.



Raman Spectra Library

Analyze IQ Spectra Manager users can also purchase a carefully-curated Raman Spectra Library, which comprises a total of 1868 spectra. It contains spectra of a wide range of common chemicals, hazardous materials, research chemicals, and solvent mixtures. The library is divided into two subsets, available separately or together:

1. *Raman Spectra of Laboratory Materials*: This comprises 1103 spectra covering 899 materials, each of which has a single identified primary constituent.
2. *Raman Spectra of Mixtures*: This comprises 765 spectra of laboratory-made mixtures of 2 to 4 components, in each case characterised according to the main constituents in each mixture and the expected concentrations of each of the constituents.
3. *Full Raman Spectra Library*: This includes all 1868 spectra.

All samples were prepared and data were collected by analytical chemists in the School of Chemistry, National University of Ireland, Galway. The data were collected on an Perkin Elmer (Avalon Instruments) RamanStation spectrometer using 785 nm excitation. The majority of spectra were cross-checked against publicly available Raman spectral databases. The CAS numbers, IUPAC, and common names were cross-checked using a variety of electronic databases including SciFinder Scholar.

For details of the contents of the Raman Spectra Library, refer to the document entitled "List of Raman Spectra Library" by Analyze IQ Limited.

SCHEDULE 3: FEES

The Company will provide products to the Reseller for resale to their customers at discounted rates on standard list prices, as set out below.

The discounting structure is as follows:

Reseller Discount	Standard
Referral Fee (for sales outside of the scope of this agreement)	20%
On Gross Sales up to US\$ 35,000 total	25%
On Gross Sales exceeding US\$ 35,000 total	30%
On Gross Sales exceeding US\$ 70,000 in 12 months	35%

Notes on the discount structure:

- a) Gross sales here refer to sales of Analyze IQ products and maintenance services as covered by this agreement.
- b) The Reseller will qualify for the discount of 30% upon reaching gross sales exceeding US\$35,000, without any specific time limit, except where imposed by other clauses of this agreement.
- c) In order to qualify for the discount of 35%, the reseller must reach and sustain Gross Sales of US\$ 70,000 in each 12 month period, or the discount will revert back to 30%.
- d) If the Reseller's sales drop below US\$ 10,000 in a six-month period, the Company has the option at its sole discretion of terminating this Reseller Agreement and switching to a Referral agreement in which a fee of 20% is paid for new transactions referred by the Reseller to the Company.

The Company's standard list prices are as follows:

Software Product Prices	Single License
#1: Analyze IQ Lab	\$1,999
#2: Analyze IQ Spectra Manager	\$1,299
#3: Analyze IQ Raman Library: 1870 Spectra	\$3,299

Raman Library Product Prices	Single License
#3A: Laboratory Materials Library	\$2,100
#3B: Analyze IQ Mixtures Library	\$1,400
#3: Analyze IQ Raman Library (Full)	\$3,299

All prices are in US Dollars and are exclusive of sales tax, if applicable.

The Company's standard discounts, which the Reseller may also offer, are as follows:

Volume Discounts	Discount
Academic License (with proof of eligibility)	20%
Five Licenses	10%
More Licenses / Enterprise	Contact Us

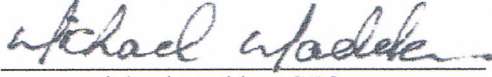
Academic licenses are available exclusively to degree-granting institutions, and may be used for teaching and non-commercial research. Proof of eligibility, for example, may take the form of a link to an official academic institution's website showing the purchaser holds a full-time position there, or a purchase through the academic institution's Accounts Department.

The Software Maintenance Service is offered to customers when purchasing the products, or they can purchase it separately. End-user charges for the Software Maintenance Service are:

Software Maintenance Service	Annual
Annual Charge:	
Analyze IQ Lab	20% of Price
Spectra Manager	20% of Price
Raman Library	Not Applicable

EXECUTED by the parties on the date appearing at the top of page 2.

SIGNED

Handwritten signature of Michael Madden in cursive script, written over a horizontal line.

By Dr Michael Madden, CEO
For and on behalf of
ANALYZE IQ LIMITED
The Company

SIGNED

Handwritten signature of Chen Yangjie in Chinese characters, written over a horizontal line.

By Chen Yangjie, General Manager
For and on behalf of
Hangzhou SPL Photonics Co., Ltd
The Reseller