ADDITIONAL TERMS APPLICABLE TO SOFTWARE PURCHASE

The following terms are in addition to the standard Purchase Terms and Conditions, which are incorporated herein by reference, and together with the Purchase Terms and Conditions, shall apply to the Customer's purchase of Software license from Haemonetics Corporation ("Haemonetics"):

1. **License and Term.**

   1.1 License. Subject to the terms and conditions hereof, including the payment of all applicable license fees, Haemonetics hereby grants to Customer and Customer hereby accepts a non-exclusive, nontransferable license to, in accordance with the Intended Use: (a) install and use the software identified on an applicable Quote Form (the "Software") for internal business purposes; and (b) use the user documentation accompanying the Software (the "Documentation") in connection therewith.

   1.2 Acceptance. Customer will be deemed to have accepted the Software upon delivery.

   1.3 License to Data. Customer grants to Haemonetics, a fully-paid up, royalty free, non-exclusive worldwide license to use, reproduce, publish, modify and create derivative works of all or any portion or portions of non-clinical operational and utilization data collected from Haemonetics Software or related equipment, for the purpose of providing, promoting, evaluating and improving Haemonetics products and services.

   1.4 Term & Termination. The term of the license granted herein is perpetual; provided that Haemonetics may terminate this license by immediate written notice if: (a) Customer breaches any of its obligations hereunder (including payment obligations) and fails to cure the breach within thirty (30) days after written notice is given by Haemonetics; (b) Customer ceases to do business; or (c) Customer makes an assignment on behalf creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or any part of Customer's property or business, and/or Customer is adjudicated bankrupt. Upon termination of the license, Customer shall cease all use of the Software.

2. **License Limitations.**

   2.1 Generally. Customer shall not directly or indirectly: (a) use any product to create any software or documentation that is similar to the Software or Documentation; (b) encumber, transfer, rent, lease, or time-share any Software; (c) copy (except for reasonable backup and archival purposes), distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify the Software or Documentation; (d) disclose or provide access to the Software or Documentation to any third party; (e) use the Software or Documentation to access, collect, or aggregate any data for any purpose other than internal business purposes; or (f) enable or permit any third party to engage in any of the acts prohibited under this section, in each case without the express written consent of Haemonetics.

   2.2 Reverse Engineering. Customer is not permitted to directly or indirectly: (a) reverse engineer (*e.g.*, decompile, disassemble, reverse compile, reverse assemble, or reverse translate) the Software or use any means to discover the source code of or trade secrets in the Software; or (b) otherwise circumvent any technological measure that controls access to or use of the Software or any data derived therefrom.

   2.3 Ownership. All right, title and interest in and to the Software and Documentation, including without limitation all patents, copyrights, trademarks, trade secrets and other proprietary rights incorporated or embodied therein, shall at all times remain the sole and exclusive property of Haemonetics. In addition, Haemonetics owns all intellectual property rights in drivers, interfaces and derivative works related to the Software regardless of who develops them. No ownership right is granted to Customer to any intellectual property or confidential information related to the Software or Documentation.

2.4   Confidentiality. The Software, the Documentation and any documents or other disclosures containing technical or other information about the Software, related Haemonetics products and/or the Documentation, contain and constitute proprietary and confidential information of Haemonetics and Customer agrees to hold such confidential information in the strictest confidence and ensure all reasonable security precautions in its safekeeping are applied by Customer's agents, employees and subcontractors to prevent disclosure to third parties.

2.5   Government Rights. If any product is acquired by or on behalf of a unit or agency of the U.S. Government, such product is "commercial computer software" or "commercial computer software documentation". Absent a written agreement to the contrary, the U.S. Government's rights with respect to the licensed Software or Documentation are: (a) if for civilian agency use, Restricted Rights, as defined in and subject to 48 CFR 52.227-19; and (b) if for Department of Defense use, limited by the terms of this Agreement pursuant to DFARS 227.7202. The manufacturer is Haemonetics Corporation 400 Wood Road, Braintree, Massachusetts 02184.

3.   Software Warranty.

3.1   Software Warranty. Haemonetics warrants that for ninety (90) days following delivery of the Software (the "Software Warranty Period"): (a) the Software will comply with all applicable federal requirements and regulations; and (b) the Software will perform in substantial accordance with the Documentation.

3.2   Remedy. If Customer makes a Software Warranty claim during the Software Warranty Period, specifying with reasonable particularity the nature of the defect, Haemonetics shall, at its option, use commercially reasonable efforts to correct the Software, replace such Software free of charge or, if neither of the foregoing is commercially practicable, terminate the license to the Software and refund to Customer the fee paid with respect to the applicable Software. This section states Customer's exclusive remedy and Haemonetics' sole liability for any breach of Software Warranty under this Agreement.

3.3   Exclusions. The Software Warranty in this Section is made to and for the benefit of Customer only and will not apply to the extent that a defect or problem is caused by (a) failure to properly install or use the software in accordance with the Documentation; (b) modification of the Software other than by Haemonetics; (c) operation on hardware that is not properly maintained or that has been damaged.

3.4   Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE NOT ERROR-FREE AND ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HAEMONETICS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR POSSESSION, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT, NO OTHER WARRANTIES HAVE BEEN MADE TO CUSTOMER BY OR ON BEHALF OF HAEMONETICS WITH RESPECT TO ANY SOFTWARE OR DOCUMENTATION OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

4.   Software Implementation, Maintenance and Support.

4.1   Implementation. Haemonetics will provide implementation services in accordance with an Implementation Services Plan ("ISP"). Customer shall be responsible, at its own cost and expense, for timely providing customer resources and permitting Haemonetics necessary access to perform implementation services. Customer understands that any timelines set forth in an ISP are an estimate, and Haemonetics' performance is dependent upon Customer's cooperation and timely approvals. Any delays or changes to an ISP caused by Customer may result in implementation delays.

4.2   <u>Maintenance and Support Obligations</u>. After Acceptance, Haemonetics shall have no obligation to support or maintain the Software other than (a) to remedy a breach of Software Warranty; or (b) pursuant to this Agreement for so long as Customer subscribes to Software Maintenance and Support Services. So long as Customer subscribes to Software Maintenance and Support Services for the applicable Software, in exchange for the fees set forth on the Quote in accordance with the terms of the Agreement, Customer will be entitled to receive Maintenance and Support services as described in the Client Support Manual (as may be reasonably modified from time to time) ("<u>Software Maintenance and Support Services</u>") for the two (2) most current releases of the applicable Software. Software Maintenance and Support Services also includes corrections to the Software and any Documentation due to defects in the Software or Documentation, as applicable, and Updates. "<u>Updates</u>" shall mean improvements to the functionality of the Software made after delivery of the Software but not otherwise separately priced or marketed by Haemonetics.   All Updates are subject to the terms and conditions of the license granted herein. Software Maintenance and Support Services does not apply to third-party software or hardware.

4.3   <u>Software Maintenance and Support Services Term</u>. Software Maintenance and Support Services shall commence on the date hereof and shall continue for an initial one (1) year term (the "<u>Initial Maintenance Term</u>"), and shall automatically renew at the end of the Initial Maintenance Term and any subsequent term for a renewal term of one (1) year unless either party has provided the other with a written notice of its intention not to renew the Software Maintenance and Support Services at least sixty (60) days prior to the expiration of the then-current term. Termination of Software Maintenance and Support Services upon failure to renew will not affect the license of the Software. Haemonetics may, by written notice to Customer, terminate the Software Maintenance and Support Services if any of the events specified in Section 1.4 occurs, provided that no such termination entitles Customer to a refund of any portion of the Software Maintenance and Support Fee.