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Force Majeure: Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

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Entire Agreement: The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties. Provided, however, that no provision appearing in any standard form document originated by LICENSEE including, but not limited to, any purchase order or confirmation order, shall be applicable, even if signed by both parties, unless the parties also execute a separate instrument expressly modifying this Agreement to include such provisions as set forth above.

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Type & version of operating system: Solaris_____, IRIX_____, DEC_____, LINUX_____, AIX_____

Please fax the signed agreement to fax: +1 404 603 88 75

EXHIBIT "A"

The GeneMarkS software

Description:

GeneMark.hmm is a genomic data analysis tool designed to predict the presence of protein coding regions in raw prokaryotic DNA sequence text. The program consists of a single executable program. Parameters of the statistical models that represent the statistical characteristics of protein coding and non-coding regions of an individual prokaryotic genome are determined by self-training algorithm of GeneMarkS.

(Although GeneProbe does not take obligation of the GeneMarkS support or maintenance, we will do our best to address your questions, please see <http://www.geneprobe.net/contactus.htm> for faster communication regarding academic distribution use Fax: +1 (404) 603-8875 or e-mail custserv@genepro.com)