

CYTOO GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("Terms") shall govern all orders for and purchases of products and services from CYTOO, unless other terms are specifically designated by CYTOO to apply to a specific product or service, or CYTOO and Buyer have entered into a master purchase agreement or other writing agreement that expressly provides that its terms supersede and replace these Terms with respect to the products or services covered by the master purchase or other agreement (See Section 12, SOLE TERMS, INCONSISTENCIES, ORDER OF PRECEDENCE).

1. PRICE. The price for any product or service (hereinafter collectively "Product") shall be the price stated in CYTOO's quotation to Buyer for the Product ("CYTOO's Quotation"), or, if CYTOO has not issued a quotation, CYTOO's list price of the Product at the time CYTOO receives Buyer's purchase order. CYTOO's Quotations are valid for 30 days from the quotation date unless otherwise stated in CYTOO's Quotation and cannot be modified during this period. If CYTOO's price is stated by reference to a price list, then the price shall be CYTOO's list price in the jurisdiction in which the Product is to be delivered or performed in effect at the time CYTOO receives Buyer's purchase order. Prices stated are exclusive of all taxes, fees, licenses, duties, levies or other governmental assessments ("Taxes") and, unless otherwise stated in CYTOO's Quotation, shipping and handling charges, freight and insurance. All Taxes related to Product shall be paid by Buyer (other than taxes assessed against CYTOO's net income), or in lieu thereof, Buyer shall provide CYTOO with a tax exemption certificate acceptable to the relevant taxing authorities. Taxes and other charges payable by Buyer may be billed as separate items on CYTOO's invoice.

2. PAYMENT TERMS; COLLECTION COSTS; SECURITY TERMS. Payment terms are net 30 days from date of CYTOO's invoice. If CYTOO deems Buyer to be or to have become uncreditworthy, CYTOO shall have the right to require alternative payment terms, including without limitation sight draft, letter of credit, or payment in advance. Payment for partial shipments shall be based on unit or prorated prices. If payment is not received by the due date, CYTOO may assess and Buyer agrees to pay a late payment charge at the rate of one percent (1%) per month (12% per year) or the maximum legal rate, whichever is less, of the amount (all taxes included) due from the due date to the date of payment. If CYTOO retains a collection agency or attorney to collect unpaid amounts, CYTOO may invoice Buyer for, and Buyer will pay, all reasonable costs of collection, including without limitation reasonable attorneys fees. Buyer hereby grants to CYTOO and CYTOO reserves a purchase money security interest in all tangible Product purchased from CYTOO, and in any proceeds thereof, for all amounts owing to CYTOO for or related to such Product. Upon request by CYTOO, Buyer shall sign any reasonable documents required for CYTOO to perfect such security interest and, to the fullest extent permitted by law, Buyer hereby expressly grants CYTOO authority and a limited power of attorney to file financing statements and amendments thereto for and on behalf of Buyer for such Product and any proceeds thereof. Payment in full of all amounts owed for and related to such Product shall release such security interest in the Product and proceeds.

3. CREDIT TERMS. CYTOO may, at any time and in its sole discretion, limit or cancel the credit of Buyer as to time and amount, suspend shipments, demand payment in cash before delivery of Product, or demand other assurances of Buyer's performance. If Buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, CYTOO may, without prejudice to any other right or remedy CYTOO may have: (i) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of that portion of Buyer's order not then fully performed, whereupon CYTOO may cancel all further deliveries, and any amounts unpaid for non-cancelled Product shall immediately become due and payable; or (ii) make shipments under reservation of a security interest and demand payment against tender of title documents.

4. CONDITIONS OF DISCOUNT. Any discount offered is based upon either: 1) a previously negotiated contractual discount; or, 2) Buyer's commitment to purchase the quantity of Product shown on the quotation. With regards to 2), should Buyer purchase less than the quantity of Product shown, Buyer acknowledges that CYTOO has right to modify or eliminate the discount.

5. ACCEPTANCE OF ORDERS, DELIVERY. Buyer may confirm its purchase order to CYTOO in writing. CYTOO may accept or reject any Buyer purchase order for Product in whole or in part. If a purchase order is accepted, CYTOO will use reasonable efforts to ship tangible Product, within available stocks, or perform services subject to the purchase order within a reasonable time after ordered, or, if a shipment or service commencement is indicated in CYTOO's Quotation or otherwise agreed upon in writing by an authorized representative of CYTOO, on or before such date. If CYTOO cannot respect such date for any reason, CYTOO may inform Buyer of such delay but Buyer shall not claim for damages, cancel the purchase order, divide or delay the payment.

CYTOO may make delivery in installments if such installments were communicated to Buyer and accepted by him, and each installment shall be deemed to be a separate sale. CYTOO may render a separate invoice for each installment, which invoice shall be paid without regard to prior or subsequent installments.

CYTOO will make deliveries at the place indicated by Buyer. Buyer can modify the place first indicated by giving notice in writing to CYTOO at least 3 days before the scheduled shipment, all reasonable incremental charges related to such modifications shall be supported by Buyer. Buyer may accept delivery in a delivery receipt after having checked the conformity of Products in quality and in quantity. Products will therefore be deemed to conform with the purchase order in quality and quantity if Buyer does not make any claims in compliance with article 8 hereinafter.

6. TITLE AND RISK OF LOSS. Unless indicated otherwise in CYTOO's Quotation, risk of loss with respect to all Products, except Products that are services, shall pass from CYTOO to Buyer upon transfer of possession of the Product to a common or other third party carrier at CYTOO's facility. CYTOO shall not be responsible for any delay or to Buyer's organizational problems.

Title of all Products that are services, shall pass from CYTOO to Buyer only after full payment by Buyer.

7. CANCELLATION AND DEFERRAL. BUYER MAY NOT CANCEL ANY PURCHASE ORDER. In case of such cancellation by Buyer, the total amount of the order will be charged to the Buyer and will be immediately payable to CYTOO.

However, unless otherwise stated in CYTOO's Quotation, Buyer may defer the shipment date one time for up to 30 days by giving written notice to CYTOO at least ten (10) days before the scheduled shipment date.

8. REJECTION AND RETURN OF GOODS. Any claims for damaged, missing or defective Product must be reported in writing by Buyer within fifteen (15) days from the date of Buyer's receipt of the Product. In addition, Buyer must promptly return at its own risk a rejected Product to CYTOO, C.O.D., unused and in a condition no worse than that delivered to Buyer and in the Product's original containers and packing material, accompanied by a valid return authorization number obtained from CYTOO. CYTOO may refuse any Product not timely rejected or sought to be returned without a valid return authorization number. For any valid claim timely made, CYTOO may replace the Product with a new Product. Shipping charges will not be credited. However, in case of unjustified claims, CYTOO will charge to Buyer all reasonable and customary expenses related to transportation and control of the Products. **THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING PRODUCT, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE PRODUCT.** Buyer

To warranty and ensure the quality of its Products and to preserve its reputation, CYTOO reserves the right at any time to require a return of the Products to CYTOO wherever they are at CYTOO's expense, Buyer undertaking to assist CYTOO in those operations according to CYTOO's reasonable conditions.

9. LIMITED WARRANTY. Warranties are made only to the Buyer purchasing the Product directly from CYTOO, are not transferable and do not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by CYTOO. Warranties are made for the earlier of the duration of the published shelf life of Product or the Expiration Date of Product, so long as Buyer handles, stores and uses Product as recommended by CYTOO in its Operating Manual for Product, unless otherwise expressly stated in writing by CYTOO. CYTOO's intervention within the scope of such warranties shall not extend the period of warranty nor a maximum of US\$ 2,000,000. Any description of Product recited in CYTOO's Quotation is for the sole purpose of identifying Product, and any such description is not part of any contract between CYTOO and Buyer and does not constitute a warranty that Product shall conform to that description. Any sample or model used in connection with CYTOO's Quotation is for illustrative purposes only, and is not part of any contract between CYTOO and Buyer and does not constitute a warranty that Product will conform to the sample or model. No affirmation of fact or promise made by CYTOO, whether or not in CYTOO's Quotation, shall constitute a warranty that Product will conform to the affirmation or promise. Unless otherwise specified in writing in documentation shipped with Product or otherwise agreed by CYTOO in writing, CYTOO does not provide service or support for custom products or other products made to Buyer's specifications.

10. INTELLECTUAL PROPERTY AND RELATED INDEMNITY.

10.1 BY CYTOO. Subject to the restrictions set forth in this Section 10 and provided Buyer complies with its obligations in this Section 10, CYTOO agrees to defend Buyer, and indemnify Buyer from and against any infringement damages finally awarded, in any legal action or proceeding brought by a third party against Buyer to the extent that such action is based on a claim that the manufacture and sale of a Product by CYTOO infringes any patent, copyright, trademark or other intellectual property right of such third party if CYTOO had actual knowledge of such intellectual property right and infringement at the time of delivery of the Product to Buyer. Notwithstanding the foregoing, CYTOO shall have no liability or obligation under this Section 10 with respect to any claim of infringement based upon: (i) modifications to any Product made by Buyer or a third party; (ii) manufacture, assembly, labeling or branding of Product by CYTOO pursuant to specifications or designs or requests for specific labeling or branding furnished by Buyer. Notwithstanding anything herein to the contrary, CYTOO shall have no indemnification obligations with respect to Product originating from a third party and provided under these Terms. Buyer's sole right to indemnification with respect to such third party Product shall be pursuant to the original manufacturer's or licensor's indemnification obligations, if any, to the extent provided by the original manufacturer or licensor.

10.1.1 Buyer's Obligations. Buyer must notify CYTOO in writing of any claim for which it may seek defense and indemnity from CYTOO hereunder promptly after becoming aware of such claim, make no admission of liability with respect to the claim, and cooperate with and provide reasonable assistance to CYTOO, at CYTOO's expense with respect to reasonable out of pocket expenses paid by Buyer to third parties for such assistance, in the defense or settlement of such claim. CYTOO shall have sole authority to defend and/or settle any claim under this Section 10. CYTOO's obligations under this Section 10 are contingent upon Buyer's compliance with all of the foregoing.

10.1.2 Remedy for Infringement, Rights of CYTOO, Exceptions. If any Product or portion thereof is subject to a suit or other legal proceeding claiming that the Product or such portion infringes a third party's intellectual property right, or in CYTOO's opinion is (a) likely to become subject of such a claim, CYTOO shall, at its option, have the right to either: (a) procure for Buyer the right to continue using the Product; or (b) modify the Product so that it becomes non-infringing; or (c) require Buyer to return the Product and upon return, refund to Buyer the price actually paid by Buyer for the Product, less a reasonable amount for use, damage and obsolescence; or (d) substitute for the alleged infringing Product other suitable, non-infringing Products with comparable functionality.

10.1.3 ENTIRE LIABILITY. THE FOREGOING STATES THE ENTIRE LIABILITY OF CYTOO, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY OR IN CONNECTION WITH ANY PRODUCT.

10.2 BY BUYER FOR BUYER'S MODIFICATIONS OR SPECIFICATIONS. If Buyer modifies any Product or furnishes CYTOO with specifications or designs or requests for specific labeling or branding, Buyer agrees to defend, indemnify and hold CYTOO harmless against all liabilities, damages, costs, expenses and claims arising from or based upon Buyer's modifications or CYTOO's manufacture and sale of Product or other performance in compliance with such specifications or designs or requests for labeling or branding.

11. COMPLIANCE WITH LAWS, USE OF PRODUCT, VALIDATION. Without limiting the generality of the paragraph above entitled "LIMITED WARRANTY," unless otherwise expressly stated in writing by CYTOO, no claim or representation is made or intended (i) as to any clinical use of any Product (whether diagnostic, prognostic, therapeutic, blood banking or any other clinical use), (ii) that any Product has been cleared, approved, registered or otherwise qualified (collectively, "Approval") by CYTOO with any regulatory agency for use in any clinical procedure or for other use requiring compliance with any federal, state, provincial, European or any other governmental agency or regulatory body regulating diagnostic, therapeutic, blood or other clinical products, medical devices or similar products (collectively, "Regulatory Laws"), (iii) that any Product will satisfy the requirements of any governmental body or other organization, including, but not limited to, the United States Food and Drug Administration or the International Organization for Standardization, or (iv) that any Product or its performance is suitable or has been validated for any specific use or application. Product should not be used for any purpose that would require Approval unless proper Approval is obtained, or, in the case of use in diagnostic laboratory systems and then only to the extent permitted by law, the laboratory has validated its complete system as required by the Clinical Laboratory Improvements Act of 1988, as amended, in the United States or equivalents in other countries. Buyer agrees that if it elects to use Product for a purpose that would subject Buyer, its customers or any Product to the jurisdiction of Regulatory Laws or other applicable law, Buyer shall be solely responsible for obtaining any required Approvals or other approvals and otherwise ensuring that its use of any Product complies with such laws. Unless otherwise expressly stated in writing, Products have not been tested by or for CYTOO for any particular use or purpose, or for safety or efficacy. Buyer agrees that it is Buyer's responsibility, and not CYTOO's, to validate the performance of Products for any specific use or application and to ensure that Products meet applicable regulatory, certification, validation or its other requirements, since the use and performance characteristics of Products have not been validated by CYTOO for any specific use or application, except as may be otherwise expressly set forth by CYTOO in writing. Product should be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation. CYTOO cannot be responsible for Buyer not having checked the compatibility of Products with its own needs; Buyer releases CYTOO from its consultant obligation.

12. FORCE MAJEURE. CYTOO shall not be liable for any delay or failure of performance, including without limitation failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond CYTOO's reasonable control, including, but not limited to, flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure, unusually severe weather, earthquake or other act of God, power loss or reduction, strike, lock-out, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulation or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, CYTOO shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and CYTOO shall also have the right, to the extent necessary in CYTOO's reasonable judgment, to apportion Product then available for delivery fairly among its various customers in such manner as CYTOO may consider equitable.

13. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL CYTOO BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY PRODUCT, CYTOO'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCT OR PERFORMANCE OF SERVICES, CYTOO'S BREACH OF THESE TERMS, THE POSSESSION OR USE OF ANY PRODUCT, OR THE PERFORMANCE BY CYTOO OF ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT CYTOO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS.

14. SOLE TERMS; INCONSISTENCIES; ORDER OF PRECEDENCE. These Terms, together with CYTOO's Quotation, any applicable label license or patent statement or other written conditions of use, any other terms and conditions expressly agreed to in writing by an authorized representative of CYTOO ("collectively, "CYTOO's Terms"), and Buyer's statement on its purchase order (if accepted by CYTOO) of the name or identity of the Product(s) purchased, quantity, delivery date, bill to and ship to address and, if accurate, price (and only such information on Buyer's purchase order), constitute the complete, exclusive and entire agreement between CYTOO and Buyer with respect to purchases of Product (unless other terms and conditions are expressly designated to be applicable by CYTOO in writing), and CYTOO's offer to sell Product is expressly limited to such terms. Such terms shall take precedence over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, and any of Buyer's additional or different terms and conditions, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument for or regarding the purchase of Product, whether or not in response to a CYTOO Quotation, shall be deemed acceptance of and agreement to CYTOO's Terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order (except the name or identity of products purchased, quantity, delivery date, bill to and ship to address and, if accurate, price) or other instrument, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in Buyer's purchase order or other instrument or elsewhere. Any acceptance by CYTOO of any offer of Buyer is expressly conditioned on Buyer's assent to and acceptance of CYTOO's Terms to the extent they are additional or different terms from those of Buyer's offer. Except as otherwise provided in these Terms, in the event of an inconsistency between these Terms and the terms appearing on CYTOO's Quotation or other agreement signed by an authorized representative of CYTOO, the terms appearing on CYTOO's Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these Terms, and all other provisions of these Terms shall remain in full force and effect.

15. NO IMPLIED RIGHTS. Nothing in these Terms shall be deemed or construed (i) as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise; (ii) to limit CYTOO's rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Product beyond that granted under any patent or other intellectual property label license or statement applicable to the Product; (iii) as granting Buyer any right to be supplied with any Product or component thereof beyond those ordered by Buyer and supplied by CYTOO in accordance with these Terms; or (iv) as a license or grant of any right to Buyer to manufacture or to have manufactured any Product.

16. CHOICE OF LAW; LITIGATION. Any contract between CYTOO and Buyer relating to Product, including these Terms, and any disputes relating thereto, shall be governed by and construed in accordance with the laws of France, excluding both its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

The Court of Commerce of Grenoble shall have exclusive jurisdiction for any dispute which may arise between the parties because of the execution of these Terms and which they would not be able to settle amicably.

17. EXPORT CONTROLS. Buyer agrees that it will not export or transfer Product for re-export in violation of the laws of any jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of such laws.

18. MISCELLANEOUS. No amendment of CYTOO's Quotation or these Terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both CYTOO and Buyer. CYTOO's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or unenforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect.

19. ADDITIONAL TERMS AND CONDITIONS OF SALE FOR CUSTOM MICROPATTERNED PRODUCTS, INCLUDING SPECIAL TERMS TO PROTECT CUSTOMER CONFIDENTIAL INFORMATION. THE FOLLOWING TERMS AND CONDITIONS OF SALE FOR PRODUCTS THAT ARE CUSTOM PRODUCTS, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH ABOVE, APPLY TO THE PURCHASE AND SALE OF ALL CYTOO CUSTOM MICROPATTERNED PRODUCTS, INCLUDING CYTOOCHIPS, CYTOOPLATES AND OTHER MICROPATTERNED FORMATS.

19.1 DEFINITIONS. The following definitions apply to these Additional Terms and Conditions of Sale for Custom Micropatterned Products. "Confidential Information of Buyer" means Micropattern Design or Description specified by Buyer in a file format to CYTOO. "Custom Product" means the design (where applicable) or manufacture by CYTOO of micropatterned Products using Confidential Information of Buyer for delivery to Buyer.

19.2 CYTOO'S EVALUATION OF CUSTOM ORDERS. CYTOO may decline the manufacture, at any stage of the Product design, of any Custom Product ordered by Buyer that CYTOO deems to be unsuitable or commercially impractical for manufacture, whether on technological, cost or other grounds. CYTOO will give written notice to Buyer within a reasonable time following its determination to decline manufacture of a Custom Product. Buyer shall have no obligation to pay any fees for time and materials, or for any other expenses incurred by CYTOO, in connection with any declined Custom Product. All Custom Product orders not declined by CYTOO must be paid for by Buyer, and orders may not be cancelled or changed by Buyer without the written consent of CYTOO. Buyer understands and agrees that Buyer obligation to pay for all Custom Products that CYTOO proceeds to manufacture and deliver is firm and irrevocable. Each purchase order for Custom Products must be for the total amount payable for all Custom Products ordered.

19.3 BUYER'S REPRESENTATIONS. By submitting an order, Buyer represents, warrants and agrees that (i) Micropattern designs that Buyer has requested to be manufactured by CYTOO and sold to Buyer and the manufacture and sale thereof to Buyer will not infringe or result from the misappropriation of the intellectual property rights, including without limitation patent, copyright, trademark and trade secrets, of any third party anywhere in the world (provided that the foregoing shall not be deemed a representation or warranty with respect to methods of manufacture employed by CYTOO, (ii) the Micropatterned Products and components thereof sold to Buyer shall be for Buyer's own internal research and development use only and shall not be resold or otherwise transferred or conveyed to any third party without the prior express written consent of CYTOO and (iii) that special parts manufactured for the Custom Order, namely the photomasks, will belong to CYTOO and not be transferred to the Buyer.

19.4 CONFIDENTIAL INFORMATION OF BUYER. CYTOO agrees that for five (5) years after the disclosure by Buyer to CYTOO of Confidential Information of Buyer, CYTOO shall not disclose such Confidential Information of Buyer to any third party and will use at least the degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care, to prevent the disclosure of such Confidential Information of Buyer to any third party. This undertaking of confidentiality shall not apply to, and CYTOO shall have no obligations under this paragraph with respect to, any Confidential Information of Buyer that (a) was in CYTOO's possession before receipt from Buyer, (b) is or becomes a matter of public knowledge or part of the public domain through no fault of CYTOO, (c) is rightfully received by CYTOO from a third party that was not obliged to keep such information confidential, (d) is developed by CYTOO without reference to Confidential Information of Buyer, or (e) is disclosed by CYTOO with Buyer's prior written approval. Notwithstanding the foregoing, CYTOO may disclose Confidential Information of Buyer to the extent required to comply with governmental regulations and other applicable laws or to respond to subpoena or other compulsory legal process, provided in all cases that CYTOO takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and notifies Buyer in writing as far in advance of the date of disclosure as is reasonably feasible so that Buyer to the extent feasible will have an opportunity to seek to prevent or limit disclosure.

19.5 INTELLECTUAL PROPERTY RIGHTS. Any inventions (patentable or otherwise), discoveries, developments, improvements, information, data, compounds, formulae, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by or for CYTOO or jointly by Buyer and CYTOO and that relate or apply to the processes and methods used in or related to the manufacture of Micropatterned Products or otherwise in connection with the design or manufacture of Custom Products shall be and remain the sole and exclusive intellectual property of CYTOO, and Buyer hereby transfers and assigns all of its right, title and interest in and to any to any such joint intellectual property to CYTOO. Buyer will take reasonable steps, upon the request and at the expense of CYTOO, to assist CYTOO to secure, evidence and record CYTOO's rights in such intellectual property.