Master License Agreement

Dated as of _____ , 2017
(the "Effective Date")

between

Thermo LabSystems Inc.
("LICENSOR")

and

[Licensee Legal Entity Name]
("LICENSEE")

1. Introduction

This Master License Agreement (the "Agreement") is made and entered into as of the date first set forth above (the "Effective Date") between THERMO LABSYSTEMS INC. having offices at 1601 Cherry Street, Suite 1200, Philadelphia, PA 19102 ("LICENSOR"), and [LICENSEE LEGAL ENTITY NAME], having principal offices at _____ ("LICENSEE"). LICENSOR and LICENSEE (each a "Party" and together, the "Parties") are entering into this Agreement to set forth the terms and conditions governing LICENSOR's provision of Products and Services to LICENSEE. In consideration of the covenants of each Party to the other, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

2. Riders

Attached to this Agreement and made part hereof when executed by both Parties are one or more riders (each a "Rider") setting forth the Licensed Software, Hardware, Services and Training subject to this Agreement and the pricing therefore and, if applicable, identification of the Licensed System.

3. Definitions

A. "Concurrent User License" means an individual license to use Licensed Software with respect to a single production database which is unrestricted as to the User's identity.

B. "Deliverable" means materials, excluding Licensed Software and Licensed Material, delivered to LICENSEE by LICENSOR pursuant to an order for Professional Services as specifically set forth in a SOW.

C. "Hardware" means any computer hardware or other equipment provided by LICENSOR to LICENSEE under this Agreement as set forth in an attached Rider.

D. "Licensed Material" means any and all end-user, programmer and help desk material and documentation, in whatever form or medium, to assist LICENSEE in the understanding, application, capability, maintenance, use or access of the Licensed Software and Deliverables, which material and documentation are actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such material and documentation which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement.

E. "Licensed Software" means each computer software program, in whatever form or medium, listed on an attached Rider and actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such program which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement, without regard to changes in the name, number or packaging of such software program; provided, however, that Licensed Software shall specifically exclude any modification, enhancement or update relating to new features or other functionality which is marketed by LICENSOR as a separate product.

F. "LICENSEE Operating Facility" means the facility designated in an attached Rider and is a group of one or more buildings where LICENSEE conducts business and from which LICENSEE is permitted to access and use the Licensed Software under this Agreement.

G. "Maintenance" means optional maintenance and support services provided to LICENSEE by LICENSOR pursuant to Section 7 below.

H. "Named User License" means a license to use Licensed Software with respect to a single production database which is specific to a designated single User.

I. "Products" means the Licensed Software, Licensed Material, Hardware and Third-Party Products provided to LICENSEE by LICENSOR under this Agreement.

J. "Professional Services" means implementation, customization, consulting and any other professional services to be provided by LICENSOR to LICENSEE from time to time pursuant to the terms of this Agreement as specifically set forth in a Rider and/or a SOW (or other document agreed by the Parties).

K. "Representative" shall mean any of a Party's directors, officers, employees and agents.

L. "Services" means Maintenance, Training and Professional Services provided by LICENSOR to LICENSEE pursuant to Section 7 below.

M. "Site License" means a license for use of Licensed Software by an unlimited number of Users at a specific Operating Facility.

M. "Source Code" means a version of the Licensed Software that is written in a common programming language and is intended to be human-readable.

N. "SOW" means a Statement of Work entered into by the Parties which describes Services to be provided by LICENSOR.

O. "Third-Party Products" means any products manufactured by a party other than LICENSOR and specifically excludes the Licensed Software and Licensed Material.

P. "Training" means training services as provided by LICENSOR to LICENSEE pursuant to Section 7 below.

Q. "User" means an individual accessing the Licensed Software.

4. License Grant

A. Grant. Subject to the terms and conditions of this Agreement and any Rider hereto, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a non-exclusive, non-transferable (except according to the terms of this Agreement), fully paid license to use and access the Licensed Software and Deliverables (and their corresponding Licensed Material) which are identified on a Rider hereto or in a SOW (or other document agreed by the parties), for the purpose of LICENSEE's internal business operations only (the "License"). The License granted herein expressly incorporates the additional terms and conditions, such as but not limited to the term of the License, type of license, and number of permitted users, if applicable, as set forth on a Rider or in a SOW (or other document agreed by the Parties). In the absence of a specified license term on any Rider, the term of the license shall be deemed to be perpetual. Changes in the terms of the License, including without limitation a change in the maximum number of permitted users, shall not take place without the express written permission of LICENSOR and shall be subject to any change limitations set forth in this Agreement or issued by LICENSOR. Third-Party Products shall be licensed to LICENSEE pursuant to specific third-party licensing terms provided by the third party. In the event a Third-Party Product is not accompanied by specific Third-Party Product licensing terms, the licensing terms contained in this Section 4 shall govern such Third-Party Product.

B. Copies. Subject to the terms and conditions of this Agreement and the applicable Rider hereto, LICENSEE may execute one copy of the Licensed Software for the sole purpose of back-up (disaster recovery) support.

C. Restrictions. LICENSEE expressly acknowledges that it shall not, and shall not permit any Representative to, directly or indirectly, (1) use, access, copy, or distribute any Licensed Software, Licensed Material, Deliverable or any derivative works thereof, except to conduct LICENSEE's internal business operations (which LICENSEE acknowledges shall specifically exclude the operation of commercial service bureaus any

other data-processing outsourcing services offered to third parties); (2) copy, distribute, or disclose any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof, except to LICENSEE and its Representatives within the applicable scope and other applicable terms and conditions of the License; (3) sell, lease, sublicense, grant any rights in, or otherwise offer, provide or make any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof available to anyone for reference, use, access or other application, except as expressly permitted in this Agreement; (4) alter or remove any copyright, trademark, or other protective or proprietary notices contained in or on any portion of the Licensed Software, Deliverables, Licensed Material or any derivative works thereof; or (5) modify, translate, reverse-engineer, decompile, or disassemble the Licensed Software or Deliverables, or create derivative works based on any portion of the Licensed Software, Deliverables or Licensed Material, except as expressly permitted by this Agreement or agreed by the Parties in writing.

D. Ownership. LICENSEE acknowledges that the Licensed Software, Deliverables, Licensed Material, any updates, upgrades, enhancements, improvements, or modifications thereof, any copies or derivative works thereof (made by LICENSEE or otherwise and including without limitation translations, compilations and partial copies with modifications and update works), and all patent, copyright, trade secret, trademark and other proprietary rights therein, as well as any tools, utilities, methodologies, design concepts, techniques, knowledge or know-how owned, used or developed by LICENSOR or its suppliers or resulting from LICENSOR's performance of the Services, are and shall remain the property of LICENSOR or its suppliers.

E. Source Code Escrow. LICENSOR does not provide or license any Source Code under this Agreement. However, unless otherwise noted in the Licensed Materials, the Licensed Software is the subject of a source code escrow agreement with a third party (the "Escrow Agreement") which controls access to or use of Source Code and LICENSEE may elect, at LICENSEE's sole cost and expense, to become a beneficiary under the Escrow Agreement.

F. Hardware. In the event LICENSEE purchases any Hardware from LICENSOR under this Agreement, title to and risk of loss of such Hardware will pass to LICENSEE upon delivery of possession of the Hardware by LICENSOR to the carrier transporting the Hardware to LICENSEE's point of destination. Any claims for damage to, or loss or misdelivery of, the Hardware will be filed directly with the carrier by LICENSEE.

5. Fees, Payment Terms and Taxes

A. Fees and Payment Terms. In consideration of the Products and Services provided by LICENSOR hereunder, LICENSEE shall pay the fees and expenses specified in a Rider and/or an applicable SOW (or other document agreed by the Parties) ("Fees") within thirty (30) days of receipt of invoice. In the event that any invoice submitted by LICENSOR in accordance with this Agreement is not paid by LICENSEE within thirty (30) days of its receipt, then LICENSEE shall pay interest on any past-due amounts at the rate of one and one half percent (1and ½ %) per month, and LICENSOR shall have the right to withhold any or all Products and/or Services from LICENSEE in addition to any other remedies available to LICENSOR.

B. Taxes, Duties, Shipping, etc. LICENSEE shall, upon receipt of each invoice, reimburse LICENSOR for any taxes (sales, use, excise, etc.) and customs duties, if applicable, on the Fees, and Products and Services provided hereunder, exclusive of taxes based on the gross or net income of LICENSOR. Licensed Software and Licensed Materials shall be delivered electronically via download by LICENSEE from LICENSOR's web-site. At LICENSEE's election, Licensed Software and Licensed Materials may also be shipped via physical media. LICENSEE shall reimburse LICENSOR for reasonable shipping and handling charges actually incurred by LICENSOR in the delivery of any physical media and/or Hardware.

C. License Transfer Fee. In the event of a transfer of the Licensed Software to an unrelated third party ("Transferee") pursuant to a change of control of LICENSEE (whether by merger, equity purchase, a sale of all or substantially all of the assets of LICENSEE or like transaction), such transfer shall be conditioned upon execution of a Master License Agreement by Transferee and payment by Transferee of (i) a Transfer Fee equal to fifty (50%) percent of the then current list price for the Licensed Software to be transferred and (ii)

in the event Maintenance was discontinued with respect to the Licensed Software to be transferred, payment of all back Maintenance Fees due for the period of discontinuance, in addition to paying the current year's Maintenance Service Fees in advance, such current year to commence upon the effective date of the transfer.

6. Warranty

A. Conformance to Specifications. LICENSOR warrants that, during the warranty period commencing upon delivery of the Licensed Software to LICENSEE and continuing thereafter for a term of thirty (30) days (the "Warranty Period"), the Licensed Software shall conform as delivered by LICENSOR in all material respects to its specifications set forth in the corresponding release of Licensed Material . Provided LICENSEE notifies LICENSOR of the Licensed Software's non-conformance to the specifications during the Warranty Period, LICENSOR's sole obligation under the warranty provisions of this Section 6 shall be at LICENSOR's option to repair or replace the non-conforming Licensed Software.

B. Third-Party Products. The warranty and remedies set forth in Section 6A above do not apply to any Third-Party products. LICENSOR hereby assigns to LICENSEE all warranties that have been granted to LICENSOR by third party vendors regarding Third-Party Products to the extent that such warranties can be assigned.

C. LIMITED WARRANTY. THE WARRANTIES PROVIDED IN SECTIONS 6A AND 6B CONSTITUTE THE ONLY WARRANTIES BY LICENSOR HEREUNDER, AND THE WARRANTY REMEDIES GIVEN IN SECTIONS 6A AND 6B SHALL BE THE SOLE REMEDIES AVAILABLE TO LICENSEE IN THE EVENT OF A DEFECT OR WARRANTY CLAIM ON THE PRODUCTS, SERVICES AND DELIVERABLES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, LICENSOR DISCLAIMS, AND LICENSEE EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, SERVICES AND DELIVERABLES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND ANY WARRANTY THAT THE PRODUCTS, SERVICES AND DELIVERABLES ARE NON-INFRINGING OR ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Services

A. Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year and shall be automatically renewed for additional one (1)–year terms unless LICENSEE notifies LICENSOR in writing sixty (60) days prior to the end of the Maintenance term of LICENSEE's intention not to renew), LICENSOR shall, subject to the terms and conditions of this Agreement, provide Maintenance for the Licensed Software in accordance with the Maintenance program terms set forth at https://support.thermoinformatics.com/info/File_20728.pdf.

Each year, the non-refundable Maintenance Fee will be equal to the amount set forth in the Rider, subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year.

If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder at any time, or if such service is terminated or lapses pursuant to the terms of this Agreement, LICENSEE may continue to use and access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSEE may elect to reinstate such Maintenance once inactive by paying all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive.

LICENSOR shall use commercially reasonable efforts to make available to LICENSEE the standard maintenance and support services provided to LICENSOR by the suppliers of any Third Party Products provided by LICENSOR hereunder. LICENSOR does not guarantee, or make any warranty whatsoever, with respect to such services.

B. Training. During the term of this Agreement, LICENSEE may purchase Training, as described in a Rider and/or a SOW (or such other document agreed by the Parties), from LICENSOR with respect to the Licensed Software and, if applicable, the Deliverables, for the Fees set forth in the Rider and/or a SOW (or such other document agreed by the Parties).

C. Professional Services. During the term of this Agreement, LICENSEE may request LICENSOR to perform Professional Services. Professional Services, and any Deliverables, shall be described in a Rider and/ or a SOW (or such other document agreed by the Parties) and shall be provided for the Fees set forth in a Rider and/or a SOW (or such other document agreed by the Parties).

D. During the term of this Agreement and for a period of one (1) year from its termination, LICENSEE shall not, without the prior written consent of LICENSOR, recruit or hire any employee or consultant of LICENSOR who is or has been assigned to perform any of the Services.

8. Protection of Proprietary Information; Publicity

A. Background. In the course of performing this Agreement, it is anticipated that either Party may disclose or deliver to the other Party certain of its "Proprietary Information" (as defined below). The Parties desire to assure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement. The Party disclosing Proprietary Information is referred to herein as the "Discloser" and the Party receiving such Proprietary Information is referred to herein as the "Recipient".

B. Proprietary Information. As used in this Agreement, "Proprietary Information" shall mean (1) any information, in whatever medium, that the Discloser discloses to the Recipient and that should reasonably be treated as confidential (as a result of written designation, circumstances of disclosure, or otherwise), together with derivatives of such information whether created by the Discloser or the Recipient (including without limitation any translations, compilations, whole or partial copies, modifications, update works, or other representations, abstracts, summaries or notes, whether alone or incorporated into other materials), and (2) any information relating to the terms of this Agreement. Proprietary Information of LICENSOR includes, by way of example and not limitation, all Products and Deliverables.

C. Non-Disclosure and Restricted Use of Proprietary Information. The Recipient shall not, directly or indirectly, disclose Proprietary Information to any person other than its authorized Representatives. The Recipient shall, and shall cause its authorized Representatives to, use Proprietary Information solely for the purpose of performing this Agreement in accordance with its terms, hold all Proprietary Information (and copies thereof) in strictest confidence, and maintain the same in a manner consistent with the preservation of the Discloser's rights herein. Except as expressly permitted under this Agreement, the Recipient shall not, and shall cause its authorized Representatives not to, directly or indirectly, use, exploit, copy, alter, reverse engineer, decompile or disassemble Proprietary Information for its own benefit or the benefit of any third party. The Recipient shall be liable for any breaches of the Proprietary Information provisions of this Agreement by itself and by its Representatives. The Recipient's obligations of confidentiality and nondisclosure regarding any Proprietary Information of the Discloser shall terminate five (5) years after the termination of this Agreement.

D. Limitation on Obligations. The obligations of the Recipient specified in the immediately preceding paragraph C shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

(1) is or becomes publicly available other than through a breach of this Agreement;

(2) is in the Recipient's possession at the time of disclosure other than as a result of Recipient's breach, or to Recipient's knowledge and reasonable belief any third party's breach, of any legal or contractual obligation;

(3) is disclosed to the Recipient by a third party other than as a result of Recipient's breach, or to Recipient's

knowledge and reasonable belief any third party's breach, of any legal or contractual obligation;

(4) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

(5) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Discloser and takes reasonable and lawful actions in cooperation with the Discloser to avoid and/or minimize the extent of such disclosure.

E. Ownership of Proprietary Information. The Recipient agrees that the Discloser is and shall remain the exclusive owner of its Proprietary Information (including without limitation any derivative works or representations thereof) and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Except as expressly set forth in the provisions of the limited License granted hereunder, the Discloser does not, by disclosing Proprietary Information to the Recipient hereunder or otherwise: (1) grant any other express or implied license or other conveyance of rights to Recipient with respect to Proprietary Information or any of the Discloser's other intellectual property, whether made, conceived, or acquired prior to, on or after the Effective Date; or (2) forfeit its ability, without prejudice, to protect its rights with respect to its Proprietary Information or such other intellectual property.

F. Return of Proprietary Information Upon Request of Discloser. The Recipient, promptly upon the request and at the option of the Discloser, shall (1) return to the Discloser all manifestations of Proprietary Information (other than the Products received by the Recipient pursuant to this Agreement, the return or destruction of which shall be governed by Sections 8.G. and 11.B below), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives); or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof) and provide the Discloser written certification of such destruction by an officer of Recipient.

G. Return of Proprietary Information Upon Termination of Agreement. Within five (5) business days after the termination of this Agreement in accordance with its terms, each Recipient shall at Discloser's option either: (1) return to the Discloser all of such Discloser's Proprietary Information (including without limitation the Licensed Software, Licensed Material and Third-Party Products received by LICENSEE hereunder), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives; or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof); and in either case each Party shall provide the other written certification of compliance with this provision by an officer of such Party.

H. Publicity and Press Releases. Upon execution of this Agreement, LICENSOR shall have the right to (1) issue a press release regarding the relationship with LICENSEE established hereunder and to post such release on its web site and (2) identify LICENSEE as a user of the Licensed Software. In addition, LICENSOR shall also have the right to issue and post on its web site additional press releases regarding its relationship with LICENSEE, provided, however, that LICENSOR shall submit such press releases to LICENSEE and obtain LICENSEE's approval prior to issuing or posting such press release. LICENSOR and LICENSEE each shall have the right to issue press releases relating to subsequent developments between the parties; provided, however, that the party desiring to issue the press release must submit such press release to the other party and obtain the other party's approval, which approval shall not be unreasonably withheld, prior to issuing or posting such press release.

9. Indemnification

A. By LICENSOR. If notified promptly in writing of any action (and all prior related claims) brought against LICENSEE based on a claim that the Licensed Software infringes any valid U.S. patent, copyright or trade

secret, LICENSOR shall defend such action at LICENSOR's expense and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. LICENSOR shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. LICENSEE shall cooperate fully with LICENSOR in the defense, settlement or compromise of any such action. Notwithstanding anything to the contrary contained herein, LICENSOR shall not have any liability to LICENSEE to the extent that any infringement or claim thereof is based upon (i) use of the Licensed Software in combination with equipment or software not supplied by LICENSOR where the Licensed Software would not itself be infringing, (ii) compliance with LICENSEE's designs, specifications or instructions, (iii) use of the Licensed Software in an application or environment for which it was not designed or (iv) modifications of the Licensed Software by anyone other than LICENSOR without LICENSOR's prior written approval. Notwithstanding the above, LICENSOR's indemnification obligations shall be extinguished and relieved if LICENSOR, at its discretion and at its own expense (a) procures for LICENSEE the right, at no additional expense to LICENSEE, to continue using the Licensed Software; (b) replaces or modifies the Licensed Software so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Licensed Software; or (c) in the event (a) and (b) are not practical, refund to Licensee the amortized license fees paid by LICENSEE with respect to the infringing Licensed Software, or infringing portion thereof, based on a five (5) year amortization schedule.

The obligations of LICENSOR to LICENSEE as set forth in the previous paragraph do not apply to Third Party Products. LICENSOR hereby assigns to LICENSEE all intellectual property infringement indemnification benefits and obligations that have been granted to LICENSOR by third-party vendors regarding Third-Party Products to the extent that such benefits and obligations can be assigned.

THE FOREGOING PROVISIONS CONTAINED IN SECTION 9A STATE LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT BY THE PRODUCTS, SERVICES, AND DELIVERABLES OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF THIRD PARTIES.

B. By LICENSEE. LICENSEE shall indemnify, defend and hold harmless LICENSOR, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the use of the Products or a Deliverable in combination with equipment or software not supplied by LICENSOR where the Product or Deliverable itself would not be infringing; (ii) LICENSOR's compliance with designs, specifications or instructions supplied to LICENSOR by LICENSEE; (iii) use of the Product or Deliverable in an application or environment for which it was not designed; or (iv) modifications of a Product or Deliverable by anyone other than LICENSOR without LICENSOR's prior written approval.

10. Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN: (A) NEITHER LICENSOR, ITS AFFILIATES OR ITS REPRESENTATIVES SHALL BE LIABLE TO LICENSEE, ITS AFFILIATES OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF REVENUES, PROFITS, BUSINESS, DATA OR INFORMATION; AND (B) THE LIABILITY OF LICENSOR, ITS AFFILIATES, AND ITS REPRESENTATIVES UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE, INCLUDING LIABILITY UNDER INDEMNIFICATION PROVISIONS), SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE HEREUNDER ON THE PURCHASE OF PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

11. Termination

A. This Agreement may be terminated:

(1) by either Party immediately upon written notice of termination in the event that the other Party does not cure any material breach of this Agreement by it or its Representatives within thirty (30) days after receiving written notice of said material breach;
(2) by either Party immediately upon written notice in the event that the other Party terminates, winds up, liquidates or suspends its business, voluntarily or otherwise, or becomes insolvent, becomes subject to direct control by a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statute.

B. Upon termination of the Agreement for any reason, (1) LICENSEE will discontinue all use of and access to the Products (excluding Hardware), (2) each Party shall return or destroy the other party's Proprietary Information (including without limitation the Products, excluding Hardware) as provided in Section 8 hereof, and (3) LICENSEE shall in accordance with Section 5 hereof pay any and all amounts due and owing to LICENSOR for Products and Services, including without limitation any Professional Services performed through the effective date of termination and all Maintenance and Training.

C. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 4.C and 4.D, 5, 6.C, 7.D, 8, 10, and 11.B and C, and Sections 13 through 24 inclusive.

12. Binding Agreement; Conditions to Assignment

This Agreement will be binding upon and inure to the benefit of each Party's permitted assigns. LICENSEE may not assign or transfer, directly or indirectly (whether by contract, operation of law, or otherwise), this Agreement or any rights or obligations hereunder without the prior written approval of LICENSOR, and, in the event permission to assign or transfer is granted by LICENSOR, the assignment and transfers of Licenses shall be subject to the conditions of LICENSOR set forth in Section 5.C. Any attempted assignment or transfer in violation of the terms of this Agreement will be void and of no force or effect.

13. Notices

All notices sent under this Agreement shall be to the respective addresses set forth below. All notices hereunder shall be in writing and shall be deemed to have been duly given as of the business day delivered personally or by electronic mail (with confirmation of receipt), as of one business day after delivery to an internationally recognized overnight delivery service (e.g., FEDEX, DHL, etc.) charges prepaid, or as of three business days after being sent by registered or certified mail, postage prepaid, to the party at the address set forth below. Changes to such notice contact information shall be effective upon delivery to the other party of a notice of such change in accordance with this Section.

Notices to LICENSEE:

[Licensee Legal Entity Name]
Attention: [Notice Contact]
[Street Address]
[City, State ZIP]

Notices to LICENSOR:

Thermo LabSystems Inc.
Attention: Corporate Counsel
1601 Cherry Street, Suite 1200
Philadelphia, PA 19102

With a copy to:

Thermo Fisher Scientific Inc.
Attention: General Counsel
168 Third Avenue, Waltham, MA 02451

14. No Joint Venture or Agency

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

15. Export Laws; Compliance; Government Use

A. LICENSEE acknowledges that the Products and Deliverables (collectively "Items") may be subject to export controls of the U.S. government and export controls of governments of other countries. Such export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict the export of Items from the United States and their re-export from other countries. LICENSEE shall comply with all applicable laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item. LICENSEE shall obtain and maintain, at its own expense, any governmental consents, authorizations, approvals, filings, permits or licenses required for it to export or import any Item under this Agreement and, without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if LICENSEE knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. In no event shall LICENSEE export or re-export, or require LICENSOR to export any Item to any location if such action would violate LICENSOR's policy, as amended from time to time, which prohibits all business with (including all sales or shipment of Products to or provision of Services within) certain restricted countries, entities and individuals. LICENSEE shall cooperate fully with LICENSOR in any official or unofficial audit or inspection related to this Agreement in connection with the export control laws or regulations of the U.S. government and other governments. LICENSEE agrees to indemnify and hold LICENSOR harmless from, or in connection with, any violation of the provisions of this Section by LICENSEE or its employees, consultants, agents, or customers.

B. Any use of the Products by any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be conditioned on the U.S. Government agreeing that use of the Products is subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations, or similar acquisition regulations of other applicable U.S. Government organizations.

LICENSEE hereby agrees and gives assurance to LICENSOR that it is not, and none of its personnel are, now, and will not at any time during the term of this Agreement be, on any list published and maintained by the U.S. Government of persons or entities with whom any U.S. person or entity is prohibited from conducting business, including without limitation the Denied Persons List at the Office of Foreign Assets Control – Department of Treasury at http://www.treas.gov/offices/enforcement/ofac/sdn/index.html; The Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control - Department of Treasury at http://www.ustreas.gov/offices/enforcement/ofac/sdn/index.html; and/or the restricted persons list as defined by the U.S. Patriot Act of 2001.

16. Force Majeure

Neither Party shall be liable for delays in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, the other Party's failure to furnish necessary information, acts of God, acts of Government authorities, sabotage, accidents, failure or delays in transportation or communications, or shortages of labor, fuel, raw materials, or equipment.

17. Governing Law

The construction, interpretation and performance of this Agreement shall be governed in accordance with the substantive laws of The Commonwealth of Massachusetts, excluding that portion of Massachusetts law dealing with conflicts of law. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, which provisions are hereby expressly disclaimed.

18. Forum; No Jury Trial

Any claim by either Party under this Agreement will be brought in the United States District Court or the Massachusetts Superior Court (or equivalent) for the division in which LICENSOR's principal offices are then located, and each Party hereby submits to the personal jurisdiction of these courts, waives all objections to placing venue before them, and waives any right it may have under applicable law or otherwise to trial by jury.

19. Remedies; Recovery

A breach of any of the promises or agreements contained herein will result in irreparable and continuing harm to the non-breaching Party for which there may not be an adequate remedy at law, and the non-breaching Party shall be entitled to seek an injunction, specific performance, or such other equitable relief to protect its rights hereunder. Such equitable remedies are in addition to whatever rights a Party may have to obtain an award of damages or other relief to enforce this Agreement.

20. Waiver

The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. A failure of either Party to exercise any right provided for herein will not be deemed to be a waiver of any other right.

21. Severability

Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions will remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties and the subject matter, or by an arbitrator, the Parties agree that the invalid or unenforceable provision will be replaced with a valid provision which approximates the intent and economic effect of the invalid provision as closely as possible.

22. Entire Agreement; Precedence; Amendment

This Agreement, together with any Riders and any SOW, constitutes the entire agreement between LICENSOR and LICENSEE concerning the subject matter hereof, and supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter, including without limitation (any terms and conditions contained in a purchase order issued by LICENSEE (prior to or subsequent to the Effective Date), notwithstanding any provision of such purchase order to the contrary. In the event any Software contains an embedded end user license agreement or "click-thru" license agreement, this Agreement shall supersede such agreement. In the event of a conflict between the provisions of this Agreement and any attachment, exhibit or schedule hereto or SOW or any other

document, the provisions set forth in this Agreement shall govern. No modification or amendment of this Agreement shall be effective unless it is subsequently made in writing and signed by duly authorized representatives of LICENSOR and LICENSEE.

23. Captions and Headings

The captions and headings used in this Agreement are solely for reference and have no legal effect whatsoever and shall not in any way affect the interpretation or construction of this Agreement.

24. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LICENSOR:	**LICENSEE:**
By: _____	By:_____
Name:	Name:
Title:	Title:
Date:	Date:

RIDER NO. 1
MASTER LICENSE AGREEMENT

Rider Date _____

Agreement Date_____

Licensee_____

This Rider No. 1 ("Rider No. 1") to the Master License Agreement (hereafter "the License Agreement") is entered into by and between Thermo LabSystems Inc., a Massachusetts corporation having a place of business at 1601 Cherry Street, Suite 1200, Philadelphia, Pennsylvania 19102 (hereafter "LICENSOR") and the LICENSEE identified at the signature block on the last page of this Rider No. 1. In consideration of the mutual covenants exchanged in this Rider No. 1 and in the License Agreement, and intending to be legally bound hereby, LICENSOR and LICENSEE agree as follows.

PRICING SCHEDULE

PRODUCT

Item	Qty	Part#	Description	Unit Price	Final Price
1					
2					
3					
4					
TOTAL					
Support & Maintenance			Annual Support and Maintenance. (Based on percentage of current list price for hardware and software licenses at 18%)		

SERVICES

Item	Qty	Part#	Description	Unit Price	Final Price
1					
2					
3					
4					
TOTAL					

Terms and Conditions

All services are provided on a time and materials basis. Future services provided by Licensor to Licensee shall be provided at the rates set forth on Appendix A hereto. All expenses associated with the performance of services shall in all cases be borne by the Licensee including without limitation, airfare, ground transportation, accommodations and meals. Product licenses and validation service materials are billed as shipped. Validation and implementation services are billed as used. If applicable, licensed software installations are further identified on Appendix B hereto.

SPECIAL TERMS AND CONDITIONS (These Special terms and conditions apply to this Rider No. 1 only):

The terms of the License Agreement not modified by this Rider No. 1 shall remain in full force and effect. This Rider No. 1 together with the above referenced License Agreement constitutes the entire agreement of the parties and supersedes all prior understanding and agreements, whether written or oral. In the event of any discrepancy between the provisions of this Rider No. 1 and those of the License Agreement, the provisions of this Rider No. 1 shall apply.

In Witness Whereof, the parties by their authorized representatives have executed this Rider, which is made a part of the Agreement as of the date stated above.

Effective Date:

LICENSOR:	**LICENSEE:**
By: _____	By:_____
Name:	Name:
Title:	Title:
Date:	Date:

Appendix A

Services Rates, per day, exclusive of expenses.

The rates set forth below shall be effective for a period of two years from the Effective Date for services performed in respect the software licensed pursuant to this Rider, such rates to be subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year.

Implementation and Validation Services	***$1,800***
Named Resource Services	***$2,200***
Test Scripts Execution and Related Validation Services	***$1,200***
Training Services at Licensee Site	***$3,300***

Appendix B

Licensed System Identification

LICENSEE Operating Facility Address	*Quantity of Licenses*	*Type of License*	*LICENSEE Contact Name*	*LICENSEE Contact Telephone and Email*