STARLIMS END USER LICENSE AGREEMENT

1. Prior to activating your STARLIMS license key, review the following terms and conditions (the "Agreement") carefully, as they will apply to your use of STARLIMS software and, where applicable, services. Note that the terms and conditions and this Agreement shall constitute the entire agreement between you and STARLIMS, and supersede any prior terms and conditions that may have been entered into between you and STARLIMS. Terms and conditions in any purchase order issued by you will be superseded by this Agreement and shall be considered null and void. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, INCLUDING THAT THEY EXCLUSIVELY GOVERN YOUR RECEIPT AND USE OF STARLIMS SOFTWARE AND SERVICES, DO NOT INSTALL THE STARLIMS SOFTWARE. INSTALLING THE SOFTWARE SHALL CONSTITUTE YOUR ACCEPTANCE TO THESE TERMS AND CONDITIONS. THESE TERMS BECOME EFFECTIVE UPON YOUR INSTALLATION OF THE STARLIMS SOFTWARE ("EFFECTIVE DATE"). In this agreement, we'll refer to you as "LICENSEE").

2. KEY DEFINITIONS. The following terms, when used in this Agreement shall have the following meaning:

STARLIMS Technology	The proprietary technology of STARLIMS, including the hardware designs, algorithms, user interface designs, architecture, documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by STARLIMS or licensed to STARLIMS from a third party) used in the Software, and any derivatives, improvements, enhancements or extensions of such technology conceived, reduced to practice or developed during the term of this Agreement.
Affiliate	Means, with respect to either Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled or is under common control with, such Party. As used herein, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (a) through the ownership of more than fifty percent (50%) of the voting securities of the other entity; or (b) by contract, statute, regulation or otherwise.
Confidential Information	The meaning ascribed thereto in Section 13a Definition of Confidential Information.
Documentation	Means the user instructions, manuals regarding the use of the Software furnished by or on behalf of STARLIMS.
License	Has the meaning ascribed thereto in Section 2. LICENSE.
Maintenance	Support services provided to LICENSEE through a partner.
Media	The physical tapes, diskettes, discs, flash drives and other types of physical storage devices on which the Software is delivered to LICENSEE, where applicable.
Software	The object code version of the computer software licensed by LICENSEE from STARLIMS, and any copy or modification or update or upgrade thereof that is made available to LICENSEE by or on behalf of STARLIMS, subject to any right granted in writing by STARLIMS to LICENSEE to receive such copy or modification or Update or Upgrade.
Update	A service pack or other release to an existing version of the Software installed at the Licensee's site; provided, however, "Update" shall exclude any enhancement or modification to the Software that is specifically requested by and unique to LICENSEE.

Upgrade	Any newly released version of the Software made available to LICENSEE by or on behalf of STARLIMS, together with any Documentation related thereto.
Warranty Period	Has the meaning ascribed thereto in Section 5a Warranty Period.

3. LICENSE
   a. GENERAL

Subject to the terms and conditions set forth in this Agreement and Licensee's satisfactory payment for the Software, STARLIMS hereby grants LICENSEE, and LICENSEE accepts, a non-exclusive, non-transferable, non-assignable and non-sublicensable license to use the Software and any related Documentation as indicated in the quote or order form for Software provided to LICENSEE by or on behalf of STARLIMS ("Order Form") collectively (the "License"). The License includes the right to configure the Software by employing the configuration and design tools provided therewith.

   b. RESTRICTIONS ON USE

All use of the Software shall be solely for LICENSEE's internal business purposes and in a manner consistent with the License. Licensee may not use, copy, sublicense, allow the use by others or transfer the Software or documentation, in whole or in part, except as expressly provided in this agreement. LICENSEE may use the Software only at the limited number of instances, in the limited geographic locations and for the maximum number of users that are specified in the Order Form.

LICENSEE may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof. In addition, LICENSEE may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Software, or any part thereof, (ii) resell, sublicense or distribute the Software, (iii) provide, make available to, or permit use of the Software, in whole or in part, by any third party, (iv) use the Software to create or enhance an offering which is competitive to STARLIMS, (v) perform or fail to perform any other act which would result in a misappropriation or infringement of STARLIMS' intellectual property rights in the STARLIMS Technology or Software, or (vi) use any license keys or other license access devices not provided by STARLIMS, including but not limited to "pirate keys", to install or access the Software.

LICENSEE may make one copy of the Software as necessary for archival purposes and for use at a disaster recovery site, in the event LICENSEE suffers a disaster during which LICENSEE cannot operate the Software on its CPU and/or location identified on the applicable Order Form, or for testing preparedness at a disaster recovery site, until such disaster or test (as the case may be) concludes. Each permitted copy of the Software and Documentation made by LICENSEE hereunder must contain all titles, trademarks, copyrights and restricted rights notices as in the original.

4. TERM AND TERMINATION
   a. The Agreement will become effective on the Effective Date and will remain in full force and effect unless terminated: (i) by mutual written agreement of STARLIMS and LICENSEE; (ii) by STARLIMS immediately if it has not received payment for amounts due and payable to it by LICENSEE or a partner from whom LICENSEE has purchased the Software or Maintenance; (iii) if LICENSEE has otherwise breached any of the provisions of this Agreement; (iv) for any reason related to legal and regulatory compliance. (ii) through (iv) hereunder shall be referred to as "For Cause."
   b. Upon termination, (i) the License shall immediately terminate, (ii) LICENSEE shall immediately case using the Software, (iii) LICENSEE shall immediately remove all copies, installations and instances of the Software,

(iv) LICENSEE shall immediately permanently delete the Software and Documentation, including any copies made thereof, (v) LICENSEE shall immediately cease using any maintenance services provided by STARLIMS or a partner, (vi) LICENSEE shall pay STARLIMS or the applicable partner all amounts due and payable up to the date of termination, and (vii) LICENSEE shall give STARLIMS or its partner a written certification, within ten (10) days, that LICENSEE has complied with all of the foregoing obligations.

c.   Unless the Agreement is terminated due to a breach by STARLIMS of its product warranty, as set forth in Section 5, LICENSEE shall not be entitled to any refund from STARLIMS or STARLIMS' partner for Software fees. Maintenance is pre-paid and there are no refunds for Maintenance.

d.   STARLIMS shall not be liable in any manner for damages incurred by LICENSEE as a result of its inability to use the Software upon and after termination of the Agreement, even if what was warned of the possibility of such damages.

e.   The expiration, termination or cancellation of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or cancellation. The following Sections of the Agreement shall survive termination of this Agreement for any reason: Sections 3b, 4b, 4c, 5, 6, 7, 9, 11, 13, 14, 16d, 16f, 16j, and 17.

5.   SOFTWARE WARRANTY
WARRANTY PERIOD:

a.   Three hundred sixty-five days (365) following the first delivery of any version of the Software to LICENSEE (the "Warranty Period").

b.   During the Warranty Period, STARLIMS warrants that:

a. the Media will be substantially free from material defects in materials or workmanship; and

b. the Software, Updates and Upgrades provided in the Warranty Period will operate in substantial conformity with the Documentation.

c.   In the event of a breach of either of the foregoing warranties, as LICENSEE's sole and exclusive remedy, STARLIMS will, at its option, replace any defective Media returned to STARLIMS within the Warranty Period or provide Updates to LICENSEE to correct other defects brought to STARLIMS' attention within the Warranty Period.

c.   If neither of the foregoing options is commercially reasonable, STARLIMS may terminate this Agreement to the extent the Software cannot be replaced or rectified during the Warranty. Upon such termination, LICENSEE shall return the relevant part of Software to STARLIMS, and STARLIMS will refund to LICENSEE, as LICENSEE's sole remedy, pro-rata License fees prepaid on a sixty-month straight line amortization.

d.   EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND EXCEPT WHERE PROHIBITED BY LAW, THE SOFTWARE IS PROVIDED "AS IS" AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, ARE MADE WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, USE, APPLICATION, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. STARLIMS DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR

WRITTEN INFORMATION OR ADVICE GIVEN BY STARLIMS, ITS AFFILIATES, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTY. NO WARRANTIES ARE MADE REGARDING THE RESULTS OBTAINED FROM THE SOFTWARE.

e. UNDER NO CIRCUMSTANCE, DOES THE FIRST DELIVERY OF A SUBSEQUENT VERSION OF THE SOFTWARE OR AN UPDATE OR UPGRADE INITIATE A NEW WARRANTY PERIOD OR EXTEND THE WARRANTY PERIOD.

f. High-Risk Disclaimer. LICENSEE understands and agrees that the Software is not fault-tolerant and is not designed or intended for use in any high-risk or hazardous environment, including without limitation, the operation of nuclear facilities, aircraft navigation, air traffic control, life support machines, weapons systems, or any other application where the failure or malfunction of any Software can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm (A "High Risk Environment"). Accordingly, (i) LICENSEE should not use the Software in a High Risk Environment, (ii) any use of the Software by LICENSEE in a high risk environment is at LICENSEE's own risk, (iii) STARLIMS, its affiliates and suppliers shall not be liable to LICENSEE in any way for use of the Software in a High risk Environment, and (iv) STARLIMS makes no warranties or assurances, express or implied, regarding use of the Software in a High Risk Environment.

6. LIMITATION AND EXCLUSIONS

a. EXCEPT WHERE PROHIBITED BY LAW, NEITHER STARLIMS NOR ITS AFFILIATES, OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST BUSINESS, REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, DATA OR USE, FAILURE TO REALIZE A SAVINGS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY OTHER CLAIM BY ANY PARTY, EVEN IF STARLIMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. LIMITATION OF LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL STARLIMS' AGGREGATE AND TOTAL LIABILITY IN CONNECTION WITH THE SOFTWARE AND THIS AGREEMENT, INCLUDING SCHEDULES AND EXHIBITS, WHETHER ARISING IN CONTRACT, STRICT LIABILITY IN TORT, WARRANTY, OR INDEMNITY, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY STARLIMS FROM LICENSEE UNDER THIS AGREEMENT IN THE PRECEDING TWELVE MONTHS OF THE EVENT GIVING RISE TO THE CLAIM.

7. INDEMNITY

a. STARLIMS INFRINGEMENT INDEMNITY

i. Subject to Sections 5. WARRANTIES, and Section 6, LIMITATION AND EXCLUSIONS, STARLIMS will defend LICENSEE and its Affiliates and any officer, director or employee thereof from and against any third party claim that LICENSEE's use or distribution of the Software or Documentation in accordance with this Agreement infringes a valid United States patent or copyright, and indemnify the LICENSEE for the amount of any judgment, costs, damages and reasonable attorney's fees against LICENSEE awarded by a court of competent jurisdiction or the amount of any settlement approved by STARLIMS.

ii.　　　In the event the Software is held to, or in STARLIMS's opinion, is likely to be held to, infringe any patent or copyright as provided above, STARLIMS will at its option and expense either: (a) modify the Software to be non-infringing; (b) obtain for LICENSEE a license to continue using the Software; (c) substitute the Software with another Software with substantially similar functionality; or (d) terminate this Agreement, accept return of the infringing portion of the Software and refund to LICENSEE the license fees pre-paid by LICENSEE under this Agreement for such infringing portion of the Software, less a usage charge based on a sixty (60) month straight-line amortization schedule.

iii.　　　STARLIMS will not indemnify LICENSEE hereunder if any claim of infringement is based on: (a) any intellectual property right owned or licensed by LICENSEE or to which LICENSEE otherwise has rights; (b) a design modification mandated by LICENSEE's technical requirements; (c) modification of the Software by anyone other than STARLIMS; (d) failure to use Updates, Upgrades or other corrections made available by STARLIMS; (e) the combination or use of the Software with programs, software or data not furnished by STARLIMS; or (f) LICENSEE's use of the Software in violation of the terms of this Agreement.

iv.　　　The remedies set forth in this Section 7a constitute LICENSEE's sole and exclusive remedies and STARLIMS' entire liability with respect to intellectual property infringement.

b.　LICENSEE INDEMNITY. LICENSEE shall DEFEND and indemnify STARLIMS, its affiliates and subsidiaries, employees, personnel, agents, and subcontractors against any threatened or actual claim or action arising from or relating to LICENSEE's acts or omissions including without limitation (a) LICENSEE's misuse or modification of any Software; (b) LICENSEE's combination, operation or use of any of the Software with any third party product, where such combination, operation or use infringes or misappropriates any intellectual property right or trade secret of a third party; (c) LICENSEE's fraud, misrepresentation, gross negligence, willful misconduct or breach of any provision of this Agreement; (d) the provision of LICENSEE's own products, software, or services; (e) LICENSEE's breach of or noncompliance with the provisions of this Agreement; (f) any false or inaccurate representation by LICENSEE, (g) infringement of any patent, copyright, trademark, or other proprietary right by LICENSEE, or (h) any violation or alleged violation of any applicable customs, export control, sanctions, or other laws, policies or regulations (except to the extent that such violation, or alleged violation, is a direct result of STARLIMS' violation of applicable laws or regulations).

8.　THIRD PARTY CONTRACTORS

During the Term of this Agreement, LICENSEE may employ or engage third-party software engineers for the purpose of developing applications for LICENSEE ("LICENSEE Contractor"). Subject to the restrictions on LICENSEE's use of the Software under the Agreement, a LICENSEE Contractor will have the right to use and access the Software during the performance of the Contractor's development of applications for, or provision of services to, LICENSEE. LICENSEE represents that any LICENSEE Contractor's use of and access to the Software will be in accordance with the following:

a.　each Contractor shall be bound by nondisclosure requirements protecting the Confidential Information of STARLIMS that are at least as restrictive as the requirements set forth in this Agreement;

b.　under no circumstances may Contractors have access to the source code material for the Software;

c.   under no circumstances will LICENSEE Contractors use the Software to operate or manage the business of the Contractors;

d.   such use does not constitute an unauthorized exporting of any STARLIMS Confidential Information under U.S. government laws and regulations;

e.   Contractors shall not be permitted to create copies of the Software or Documentation;

f.   Contractors shall return to LICENSEE the Software and all Documentation upon completion of application development or other termination of such Contractor's services;

g.   LICENSEE shall be responsible for its Contractors' compliance with the terms of this Agreement in connection with their use of the Software; and

h.   Contractors shall not incorporate open source software into the Software.

9.   RECORDS

STARLIMS may require the reasonable provision of information from or about LICENSEE including but not limited to the information regarding the use, access, control, and location of the Software, identity of users and any other information requested by STARLIMS. All such information shall be provided and transmitted in a form and within a time period determined by STARLIMS. Upon STARLIMS' request, LICENSEE promptly shall provide STARLIMS with a written statement certifying the extent of LICENSEE's usage of the Software identified by STARLIMS and/or allow STARLIMS or its designee to conduct a reasonable audit of the applicable LICENSEE records to determine whether or not LICENSEE's usage of such Software is in conformance with the terms of this Agreement. In the event a usage deviation is discovered, LICENSEE shall bear all the costs of such audit and LICENSEE shall be obliged to license fees at STARLIMS' then-current rates for any such deviation.

10. ADDITIONAL WARRANTIES

a.   Each party to this Agreement hereby warrants and represents that it has full power and authority to enter into this Agreement and to meet all its obligations hereunder, and that the performance of its obligations under this Agreement will not conflict with any obligation or duty owed to any third party.

b.   Each party represents and warrants that they are now in compliance with and undertake that in performance of their obligations under this Agreement, they shall continue to comply with, all applicable laws, regulations and industry codes of practice.

11. LIFE CYCLE POLICY

LICENSEE agrees and understands that use of the Software by LICENSEE is subject to Life Cycle Policy attached as Schedule 1, which STARLIMS may update and make available to LICENSEE from time to time. Notwithstanding the term under the Order Form, the License granted hereunder shall be subject to the Life Cycle Policy and the LICENSEE shall not be entitled to receive any maintenance support, whether Updates or Upgrades, from STARLIMS after the period stated in the Life Cycle Policy.

12. CUSTOMER PORTAL

STARLIMS maintains an online site ("Customer Portal") that contains information pertaining to STARLIMS products and services. The information being selected, updated, and made available on such portal is in the sole discretion of STARLIMS. All information on the Customer Portal shall be considered STARLIMS Confidential Information.

13. CONFIDENTIAL INFORMATION

In the course of their relationship, LICENSEE and STARLIMS acknowledge that a party (the "Disclosing Party") may provide its Confidential Information to the other party (the "Receiving Party").

a.   Confidential Information" shall include all information, whether written or unwritten, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation and without the need to designate as confidential: products, services, and business operations, technical documentation and specifications as may be embodied, without limitation, in specifications, design sheets, engineering data, software, object codes, procedure codes, file layouts, flow charts, source listings, ideas, concepts, systems, designs, programs, structures, logic flows, file contents and algorithms, manuals, and supporting documentation.

b.   During the term and after expiration or termination of this Agreement, each party agrees to safeguard the other's Confidential Information against unauthorized use or disclosure with measures at least as stringent as those it employs to safeguard its own most proprietary and confidential information, and in no event with less than reasonable means. Each party acknowledges that the other party's Confidential Information constitutes such party's valuable proprietary information and trade secrets. Each party expressly agrees that it is entering into this Agreement and providing the other party copies of its Confidential Information hereunder, in reliance upon the other party's foregoing promise of confidentiality as provided for herein.

c.   Neither party shall use, disclose, make or have made any copies of the other party's Confidential Information in whole or in part, except as necessary to perform its obligations under this Agreement, without the prior express written authorization of the other party. A party may disclose the other party's Confidential Information, including necessary copies thereof, to those of its employees, contractors, representatives, or agents only to the extent necessary for that party to perform its duties and authorized activities under this Agreement.

d.   The Receiving Party may disclose Confidential Information of the Disclosing party to the extent requested or required by a regulatory, self-regulatory, or supervisory authority having appropriate jurisdiction, including any court of law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, so the Disclosing Party may seek an appropriate protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party to obtain a protective order or other relief if requested to do so by the Disclosing Party; provided, however, that no such notice shall be necessary in the event Confidential Information is provided to a governmental, regulatory or self-regulatory authority in the course of a routine audit, examination or inspection.

e.   Confidential Information does not include: (a) information already known to the Receiving Party prior to disclosure by the Disclosing Party; (b) information that is or becomes generally known to the public, other than as a result of misappropriation or breach of confidentiality; (c) information that is learned from a third party holding the same lawfully and not under an obligation of confidentiality; (d) information that is independently developed, without any direct or indirect reliance, reference to or benefit from the Disclosing Party's Confidential Information; and (e) information that is required by valid subpoena or other applicable law to be disclosed, but only to the extent of such requirement and only in the event where possible, the Disclosing Party has been notified in advance of such requirement.

14. INTELLECTUAL PROPERTY

a.   The Software and Documentation are protected by U.S. and international copyright laws and treaties. LICENSEE acknowledges that its possession, installation or use of the Software does not transfer to it any title to the intellectual property in the Software and that LICENSEE will not acquire any rights in the Software or Documentation except as expressly provided herein.

b. LICENSEE acknowledges that title and full ownership rights to the Software and any Update or Upgrade, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein, will remain the exclusive property of STARLIMS. Use of any third-party software provided to LICENSEE on a stand-alone basis in the framework hereof will be subject to the terms of the end user license agreement provided with such software.

c. LICENSEE shall reproduce and include the copyright and other proprietary notices of STARLIMS and any supplier thereof specified by STARLIMS on and in any copies, including but not limited to partial, physical or electronic copies of the Software. STARLIMS reserves all rights not expressly granted herein.

d. LICENSEE agrees it shall not, and shall not cause or permit any of its Affiliates, employees, contractors, agents or other third parties to circumvent any technological protection measures in or relating to the Software or services, or reverse compile, reverse engineer, enhance, supplement, translate or disassemble the Software or otherwise reduce it, in whole or in part, to human readable form.

e. LICENSEE shall promptly report any violation of this clause and shall take such further steps as may be reasonably requested to remedy any such violation and to prevent future violations. This section will survive any expiration, termination or cancellation of this Agreement.

f. STARLIMS encourages LICENSEE to provide suggestions, proposals, ideas, recommendations, enhancements or other feedback regarding the Software (collectively, "Feedback"). If LICENSEE provides such Feedback, LICENSEE hereby irrevocably grants STARLIMS permission to use, disclose, reproduce, publicly perform or display, create derivative works, license, transfer or otherwise distribute and exploit such Feedback without restriction or obligation to LICENSEE.

g. This Agreement does not transfer from STARLIMS to LICENSEE any STARLIMS Technology, and all right, title and interest in and to STARLIMS Technology will remain solely with STARLIMS or its licensors.

h. LICENSEE agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code of the Software.

15. COMPLIANCE WITH GOVERNMENT REGULATIONS

a. LICENSEE understands and acknowledges that STARLIMS and the Software are subject to regulation by agencies of the United Kingdom, European Union Member States, and the U.S. Government, including but not limited to, the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC") and the U.S. Department of Commerce, Bureau of Industry and Security ("BIS") which prohibit or severely restrict the sale, export or diversion of products and technology to certain countries and regions, including (without limitation) Iran, Syria, Myanmar (Burma), North Korea, Sudan and Cuba, and the Crimea, Luhansk, and Donetsk regions of Ukraine (as updated from time to time by the U.S. Government, the "Sanctioned Countries"); and to designated entities, organizations and individuals on the OFAC List of Specially Designated Nationals and Blocked Persons ("SDN List"); owned 50% or more by parties designated on the SDN List; and the BIS Denied Parties and Entity Lists (collectively, "Restricted Parties"). LICENSEE understands and acknowledges that export, re-export and transfer to LICENSEE of the Software, and STARLIMS performance of Warranty Period services hereunder or any other services to LICENSEE under any other agreements are subject to and conditioned on compliance with these regulations of OFAC and/or BIS. LICENSEE hereby warrants that (i) it does not operate within a Sanctioned Country, (ii) it is not itself a Restricted Party, (iii) it is not owned or controlled, directly or indirectly, by a Restricted Party, (iv) that it shall comply with all conditions and limitations of applicable OFAC and BIS regulations and (v) that it shall not transfer or re-export the Software to (a) Sanctioned Countries; (b) the government of a Sanctioned Country or an entity owned or controlled by such a

government; individuals or entities who are ordinarily resident in or formed under the laws of a Sanctioned Country; or (c) any Restricted Party.

b. Furthermore, any and all obligations of STARLIMS to provide the STARLIMS Products or Services, as well as any other technical information, support, and assistance, is subject to United Kingdom, European Union, United States, and other applicable laws and regulations which govern the license and delivery of technology, services, and products abroad by persons subject to the jurisdiction of the United States, including without limitation the Export Administration Act of 1979, as amended, the Export Control Reform Act of 2018, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Industry and Security. LICENSEE agrees to cooperate with STARLIMS in order to maintain compliance with the LICENSEE shall not export or re-export the Software or any merged portion of the Software without the appropriate United States or foreign government license.

c. If LICENSEE is a U.S. Government agency, department or other entity or any other entity seeking or applying rights similar to those customarily claimed by the U.S. government or acquired the license to the Software pursuant to a U.S. government contract or with U.S. government funds, LICENSEE's use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the limited or restricted rights as described in DFARS 252.227-7014(a)(1) (MAR 2011) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (DEC 2007) (commercial computer software clause for civilian agencies), DFARS 252.227-7015 (MAR 2011) (DOD technical data - commercial items clause); FAR 52.227-14 Alternates I, II, and III (JUN 1987) (civilian agency technical data and non-commercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable, or any successor or similar rules or legislation. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the Government's rights will control. Contractor/manufacturer is STARLIMS CORPORATION, 4000 Hollywood Blvd., Hollywood, FL 33021. LICENSEE shall ensure that each copy of Software used or possessed by or for the government is labeled to reflect the foregoing.

16. GENERAL

a. ENTIRE AGREEMENT/AMENDMENT . This Agreement constitutes the entire agreement between the parties with respect to the matters herein contained and supersede any and all prior or contemporaneous written or oral communications between the parties. Except as expressly set forth herein, no other prior or contemporaneous covenants, promises, representations or warranties of any kind, whether written or oral, have been made or can be relied on by either party as an inducement to enter into this Agreement.

b. This Agreement shall not be amended or otherwise modified, except by a later written agreement that expressly states that it is an amendment or modification and that is signed by both parties. Except as set forth in such amendment or modification, no provision or statement in any document delivered in connection with this Agreement shall impose any additional obligation on STARLIMS.

c. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred by either party without the other party's prior written consent; provided, however, that STARLIMS may assign or otherwise transfer its rights or duties under this this Agreement to another STARLIMS Affiliate or to an entity pursuant to a merger or an acquisition of all or substantially all of STARLIMS' assets. Any act which is inconsistent with the terms of this Section shall be null and void ab initio.

d.   GOVERNING LAW. This Agreement shall be governed by the laws of the State of Delaware in the United States of America, without regard to its conflict of laws principles.

e.   The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to Sections shall, unless otherwise provided, refer to Sections hereof.

f.   No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

g.   PUBLICITY. LICENSEE hereby authorizes STARLIMS to mention LICENSEE as a customer of STARLIMS and to utilize LICENSEE's name and trademark in its promotional materials. No other reference, including any public reference to LICENSEE's selection of the STARLIMS service line(s) and the nature of the Services provided is authorized without LICENSEE's express written consent for each instance.

h.   FORCE MAJEURE. Except as expressly stated in this Agreement, neither party shall be liable for any failure or delay in performing this Agreement (other than the payment of money) due to labor strikes, lockouts, war, terrorist acts, epidemics, fires, floods, natural disasters, water damage, riots, government acts or orders, interruption of transportation, failures of or problems with the internet or a part of the internet, hacker attacks, power failures, inability to obtain materials or services upon reasonable prices or terms, or any other causes beyond its reasonable control including, without limitation, non-performance by third party suppliers or subcontractors.

i.   This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

j.   SEVERABILITY. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or interpreted by the court so as to reasonably effect the intent of the parties and the parties shall replace any such invalid or unenforceable provision with valid and enforceable provision(s) that are consistent with the modification or interpretation made by the court. All other provisions of this Agreement shall remain in full force and effect.

k.   This Agreement is entered solely by and between, and may be enforced only by, STARLIMS and Client. This Agreement shall not be deemed to create any rights in or obligations to any third parties.

17. DISPUTE RESOLUTION

a.   The parties agree that any dispute relating to either party's rights or obligations under this Agreement shall be resolved by the Alternative Dispute Resolution (ADR) provisions set forth herein.

b.   To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party, its subsidiaries or affiliates. The parties shall convene in a location mutually agreed upon

to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the parties).

c. The ADR process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each party is relying, proposed rulings and remedies on each issue, and a brief in support of each party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

d. The hearing shall be conducted on two (2) consecutive days, with each party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the parties prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction.

e. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows: (a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses. (b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

f.   To the extent not contradicted by the Parties' contractual agreement regarding ADR rules and procedures contained herein, the rules governing Fast Track Arbitration of the CPR institute for Dispute Resolution ("CPR") 366 Madison Avenue, 14th floor, New York, NY 10017 shall apply.

Schedule 1 to EULA – Life Cycle Policy

Appendix 1 – End of Life Cycle Policy (Current Language)

Enterprise maintenance and support options

Maintenance is only provided on two (2) root releases of the Program, starting with the release of a ".0" product version (a "root release") or a maximum of 5 years from the date a product becomes general availability, whichever comes first.

Support for all derivatives —including localized versions, minor upgrades, etc. — of a root release terminates with support for the root release.   This includes both dot (.0) and sub-dot releases (.0.0).

STARLIMS will provide an eighteen (18) month notice before the end of core support.

Extended maintenance and support

This program option gives the LICENSEE an additional six (6) months of extended maintenance and support services after the end of core support period. Extended maintenance and support provide the LICENSEE the valuable extra time needed to plan the migration to STARLIMS' latest technology. The extended maintenance and support plan is provided on a month-to-month basis at a rate of 150% of the current premium+ support pricing.

Self-service legacy support

LICENSEE can use this option to receive an additional 6 months of help. Online self-help will assist them in addressing product questions.