

SOFTWARE LICENSE AGREEMENT FOR DIRECT STARLIMS CUSTOMERS

(This "Agreement")

STARLIMS CORPORATION

4000 Hollywood Boulevard Suite 333 South, Hollywood, FL 33021
("STARLIMS")

AND

of

("LICENSEE")

(STARLIMS and CUSTOMER are each referred to as
a "Party" and, together, the "Parties")

TERMS AND CONDITIONS

THIS STARLIMS SOFTWARE LICENSE AGREEMENT CONCERNS THE PROGRAMS DESCRIBED IN THE PROGRAM SCHEDULE. The Program Schedule, ADR Schedule and any other appendix, exhibit or document as listed in the Signature Page under the STARLIMS Software License Agreement are hereby incorporated into and made part of this Agreement.

1. 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 Program, System, 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 13.1 Definition of Confidential Information.
Documentation	Means the user instructions, manuals regarding the use of the Program furnished by or on behalf of STARLIMS.
License	Has the meaning ascribed thereto in Section 2. LICENSE.
Maintenance Agreement	A separate Maintenance Agreement entered into by Licensee with STARLIMS pursuant to the Program Schedule.
Media	The physical tapes, diskettes, discs, flash drives and other types of physical storage devices on which the Program is delivered to LICENSEE, where applicable.
Operational	Means the LICENSEE is able to submit Zendesk tickets and/or receive version updates, upgrades and support during the License period.
Program	The computer software described in the Program Schedule, 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 LICENSOR to LICENSEE to receive such copy or modification or Update or Upgrade.
Program Schedule	A written document that STARLIMS has issued to LICENSEE pursuant to this Agreement listing the Program licenses that LICENSEE has purchased or ordered hereunder. Each such Program Schedule shall incorporate this Agreement by reference. "Update" means any patch, fix, enhancement or modification made to a release of a Program, together with any Documentation related thereto that is made available to LICENSEE by or on behalf of STARLIMS; provided, however, "Update" shall exclude any enhancement or modification to the Program that is specifically requested by and unique to LICENSEE.
Signature Page	The executed page (with all applicable signatures) attached and incorporated hereto to the extent made applicable under this page.
Update	Any patch, fix, enhancement or modification made to the Program, together with any Documentation related thereto that is made available to LICENSEE by or on behalf of STARLIMS; provided, however, "Update" shall exclude any enhancement or modification to the Program that is specifically requested by and unique to LICENSEE.
Upgrade	Any new release of the Program 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 5.1 Warranty Period.
Zendesk	The IT Support ticketing system used by STARLIMS' customers to log (enter) tickets and by STARLIMS' employees to manage said tickets.

2. LICENSE

2.1 GENERAL

Subject to the terms and conditions set forth in this Agreement and in accordance with the license scope identified in the Program Schedule(s), STARLIMS hereby grants LICENSEE, and LICENSEE accepts, a fully paid-up, non-transferable (subject to Section 9.2) and non-exclusive license to use the Program and any related Documentation as indicated in the Program Schedule and the terms of this Agreement, collectively (the "License"). The License includes the right to configure the Program by employing the configuration and design tools provided therewith, or where LICENSEE has entered into a Cloud Services Addendum, access configurations and implementations made by STARLIMS' hosted in the Cloud Services.

2.2 RESTRICTIONS ON USE

All use of the Program 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 program or documentation, in whole or in part, except as expressly provided in this agreement and the Acceptable Use Policy. Affiliate, Contractor, customer, or research partner's use of the Program and Documentation in support of LICENSEE's business purposes is subject to such Affiliate, Contractor, customer, or research partner's agreement to be bound by the License terms, including agreement to be bound by the terms limiting use by Contractors in Section 1, and that any breach of such Affiliate, Contractor, customer, or research partner shall be considered a breach by LICENSEE under this Agreement.

2.3 GEOGRAPHIC LOCATIONS

LICENSEE may use the Program only at the limited number of instances, in the limited geographic locations and for the maximum number of users, if applicable, that are specified in the Program Schedule. LICENSEE shall have the right, at no additional cost, to change the central processing unit ("CPU"), operating system or geographic locations where the Program may be used, subject to Section 15 Compliance with Government Regulations and provided that LICENSEE, within five (5) business days following any change in geographic location, notifies STARLIMS in writing and in detail of such change, and provided that the total number of instances of the Program, and provided that the number of users at any given time does not exceed the total number of users licensed under the License, as set forth in the applicable Program Schedule. LICENSEE shall be responsible for all costs in connection with effecting such change. LICENSEE shall promptly delete the Program in its entirety from the CPU, system or location where it is no longer in use, and certify the permanent deletion of the Program in a writing by an authorized representative of LICENSEE, which is promptly delivered to STARLIMS in accordance with the notice requirements in Signature Page.

3. TERM AND TERMINATION

3.1 TERM

The Agreement will become effective on the Effective Date specified in the Program Schedule, and the License will remain in full force through the term specified in the Program Schedule until terminated in accordance with this Agreement.

3.2 TERMINATION FOR CAUSE

Either Party may terminate this Agreement or any License granted hereunder, for a material breach of the Agreement by the other Party upon sixty (60) days' prior written notice detailing the specific breach, provided that the breach is not cured within such sixty (60) day period. Notwithstanding the foregoing, STARLIMS may terminate this Agreement immediately for any material breach by LICENSEE of Section 15 Compliance with Government Regulations hereunder.

3.3 TERMINATION OF LICENSE BY LICENSEE

Upon termination under Section 3.1 or 3.2, LICENSEE shall cease use of STARLIMS Confidential Information, shall destroy all copies (including permanent deletion of all electronic copies) of the Program, Media and Documentation that were the subject of such terminated License, and shall certify such destruction in writing by an authorized representative of LICENSEE, which shall be promptly delivered to STARLIMS in accordance with Notice requirements in Signature Page.

3.4 REMEDIES UPON TERMINATION

In the event of termination of this Agreement, or of any License granted hereunder, by LICENSEE under Section 3.3, or by STARLIMS under Section 3.2, all outstanding fees for such terminated License will immediately become due and payable to STARLIMS, in addition to any other remedy or remedies which may be available under this Agreement, at law or in equity. Upon termination of this Agreement or any License granted hereunder, whether by STARLIMS or by LICENSEE, LICENSEE shall return or certify in writing by an authorized representative of LICENSEE the destruction of all copies (including permanent deletion of all electronic copies) of the Program, Media and Documentation that were the subject of such terminated License, which is promptly delivered to STARLIMS in accordance with the notice requirements in Signature Page.

3.5 SURVIVAL OF CLAUSES

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 shall survive termination of this Agreement for any reason, subject to any time limitations set forth therein:

Sections 1, 3.4, 3.5, 4, 5, 6, 7, 9.1, 9.2, 9.4, 14, 15 and 16.

4. RESPONSIBILITY FOR PAYMENT

LICENSEE shall pay invoices for the License and Services in accordance with the fees and schedules set forth in the applicable Program Schedule.

5. WARRANTIES

5.1 WARRANTY PERIOD:

- a) Three hundred sixty-five days (365) following the first delivery of any version of the Program to LICENSEE, or where LICENSEE has also entered into a separate Cloud Hosting Addendum, when the Program is first loaded onto the servers at the data center and the LICENSEE is notified, or
- b) whenever the Program becomes operational ("Go Live"); whichever, (i) or (ii) comes first (the "Warranty Period").

5.2 DURING THE WARRANTY PERIOD,

STARLIMS warrants that

- a) the Media will be substantially free from material defects in materials or workmanship; and
- b) the Program, Updates and Upgrades provided in the Warranty Period will operate in substantial conformity with the Documentation.

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's attention within the Warranty Period.

If neither of the foregoing options is commercially reasonable, STARLIMS may terminate the License Agreement to the extent the Program cannot be replaced or rectified during the Warranty. Upon such termination of the license and Licensee's return of the relevant part of Program pursuant to Section 3.4 above, STARLIMS will refund to LICENSEE, as LICENSEE's sole remedy, all pro-rata license fees pre-paid by LICENSEE for such portion of Program for the remaining Term of the License for which such Program was unavailable for use by LICENSEE, provided that where the LICENSE TERM under Program Schedule is perpetual the pro-rata license fees prepaid will be refunded based on a Sixty month straight line amortization.

Upgrades released by STARLIMS are not provided during the Warranty Period.

5.3 EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PROGRAM 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, AND NON-INFRINGEMENT. STARLIMS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE PROGRAM 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.

5.4 STARLIMS IS NOT ENGAGED IN: RENDERING MEDICAL, CLINICAL OR DIAGNOSTIC ADVICE. IF MEDICAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. NO WARRANTIES ARE MADE REGARDING THE RESULTS OBTAINED FROM THE PROGRAM, THAT ALL ERRORS IN THE PROGRAM WILL BE CORRECTED, THAT THE PROGRAM WILL BE UNINTERRUPTED, OR THAT THE FUNCTIONALITY OF THE PROGRAM WILL BE SECURE, MEET LICENSEE'S REQUIREMENTS OR ACHIEVE AN INTENDED OUTCOME. LICENSEE IS SOLELY RESPONSIBLE FOR DECISIONS MADE AND ACTIONS TAKEN BASED ON ITS USE OF THE PROGRAM. STARLIMS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY LOSS, DAMAGE OR INJURY TO AN INDIVIDUAL ARISING FROM LICENSEE'S USE OF THE PROGRAM.

5.5 UNDER NO CIRCUMSTANCE, DOES THE FIRST DELIVERY OF A SUBSEQUENT VERSION OF THE PROGRAM OR AN UPDATE OR UPGRADE INITIATE A NEW WARRANTY PERIOD OR EXTEND THE WARRANTY PERIOD, WHETHER UNDER THIS AGREEMENT OR ANY MAINTENANCE AGREEMENT OR OTHER DOCUMENT.

6. LIMITATION AND EXCLUSIONS

6.1 NEITHER STARLIMS NOR ITS AFFILIATES, LICENSORS, 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 PROGRAM OR ANY OTHER CLAIM BY ANY PARTY, EVEN IF STARLIMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. IN NO EVENT STARLIMS' AGGREGATE AND TOTAL LIABILITY IN CONNECTION WITH THE PROGRAM AND THIS AGREEMENT, INCLUDING SCHEDULES, WHETHER ARISING IN CONTRACT, STRICT LIABILITY IN TORT, WARRANTY, OR INDEMNITY, SHALL 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

7.1 STARLIMS INFRINGEMENT INDEMNITY

7.1.1 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 Program 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.

7.1.2 In the event the Program 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 Program to be non-infringing; (b) obtain for LICENSEE a license to continue using the Program; (c) substitute the Program with another program with substantially similar functionality; or (d) terminate this Agreement, accept return of the infringing portion of the

Program and refund to LICENSEE the license fees pre-paid by LICENSEE under this Agreement for such infringing portion of the Program, less a usage charge based on a sixty (60) month straight-line amortization schedule.

7.1.3 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 Program 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 Program with programs or data not furnished by STARLIMS; or (f) LICENSEE's use of the Program in violation of the terms of this Agreement.

7.1.4 The remedies set forth in this Section 7.1 constitute LICENSEE's sole and exclusive remedies and STARLIMS' entire liability with respect to intellectual property infringement.

7.2 GENERAL INDEMNITY

Each Party (in such capacity, the "Indemnifying Party") will indemnify, defend and hold harmless the other Party (in such capacity, the "Indemnified Party") and its Affiliates and any officer, director or employee thereof from and against any and all third party suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines, judgments, final judgments and expenses (including, without limitation reasonable attorneys' fees and expenses, and costs of investigation, litigation, settlement, and judgment) (each, a "Loss") resulting from:

- a) the gross negligence or willful misconduct of the Indemnifying Party or its agent resulting in death or personal injury;
- b) in the case of LICENSEE as the Indemnifying Party, use, operation or service of any Program contrary to any written warning or instruction given by STARLIMS;
- c) or in the case of LICENSEE as the Indemnifying Party, any infringement or alleged infringement of any intellectual property right arising out of or in connection with any design, data, drawing, specification or other documents or materials provided to STARLIMS in connection with this Agreement by LICENSEE or its agents.

The Indemnifying Party will not be required to indemnify the Indemnified Party for any Loss to the extent such Loss was caused by the Indemnified Party's (or its agents') negligence or willful misconduct or material breach of this Agreement.

7.3 GENERAL

Indemnification provided under Section 7. will require that:

- a) the Indemnified Party notifies the Indemnifying Party in writing within a reasonable period of the claim;
- b) the Indemnifying Party has sole control of the defense, provided, that the Indemnified Party may at its option and expense, engage its own legal counsel to monitor the proceedings;
- c) the Indemnified Party undertakes no action in response to any infringement or alleged infringement of the Program or the Documentation without the prior written consent of the Indemnifying Party;
- d) neither Party will enter into any settlement agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; and
- e) the Indemnified Party provides the Indemnifying Party with the assistance, information and authority reasonably necessary to perform the above, at the Indemnifying Party's expense.

The Parties' obligations under this Section 7 Indemnity shall apply to claims that are brought to the Indemnifying Party's attention in writing during the Term of this Agreement and within one (1) year after its expiration or termination.

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, and other services providers, all as independent contractors (together, "Contractors"). For clarification, all such software applications will be the property of LICENSEE. Subject to the restrictions on LICENSEE's use of the Program under the Agreement, a Contractor will have the right to use and access the Program during the performance of the Contractor's development of applications for, or provision of services to, LICENSEE. LICENSEE represents that any Contractor's use of and access to the Program 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 Section 13.CONFIDENTIAL INFORMATION;
- b) under no circumstances may Contractors have access to the source code material for the Program;
- c) under no circumstances will Contractors use the Program 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 return to LICENSEE the Program and all Documentation upon completion of application development or other termination of such Contractor's services; and
- f) LICENSEE shall be responsible for its Contractors' compliance with the terms of this Agreement in connection with their use of the Program.

9. USE

9.1

Subject to Sections 2.1 and 9.2, any software and documentation that is independently developed by LICENSEE utilizing the object code of a Program licensed hereunder will be the property of LICENSEE and may be used by LICENSEE for whatever purpose it chooses and at its sole discretion during the Term. Other than the express rights to use the Program set forth herein, this Agreement does not convey any right to copy or otherwise distribute the Program for any purpose.

9.2

Some third-party license terms require that computer code be generally

- a) disclosed in source code form to third parties,
- b) licensed to third parties for the purposes of making derivative works, or
- c) redistributable to third parties at no charge (collectively, "Excluded License Terms").

If STARLIMS grants LICENSEE the right to incorporate, modify, combine or distribute any of the Software licensed hereunder, then LICENSEE shall not incorporate, modify, combine, or distribute the Software with any other computer code that would subject the Software to Excluded License Terms, as attached hereto as Schedule 1-Excluded License Terms, when applicable. Any grant by LICENSEE that subjects the Software to Excluded License Terms shall be void.

9.3

Any copy of the Program and Documentation maintained by LICENSEE in accordance with the terms hereof shall contain the same proprietary notices as those appearing on and in those originally provided to LICENSEE by STARLIMS. LICENSEE may make additional copies of the Program as follows:

- a) for use at a disaster recovery site, in the event LICENSEE suffers a disaster during which LICENSEE cannot operate the Program on its CPU and/or location identified on the applicable Program Schedule, or for testing preparedness at a disaster recovery site, until such disaster or test (as the case may be) concludes; and
- b) for archival or back-up purposes, to enable restoration of the Program in the event of a Program failure or LICENSEE's system failure.

9.4

LICENSEE shall maintain records of all the locations where copies of the Program are kept, and shall implement reasonable controls to ensure that its number of users does not exceed the maximum number of users licensed hereunder. Upon STARLIMS' request, LICENSEE promptly shall provide STARLIMS with a written statement certifying the extent of LICENSEE's usage of the Program identified by STARLIMS and/or allow STARLIMS or its designee to conduct a reasonable audit of the applicable LICENSEE facilities and records to determine whether or not LICENSEE's usage of such Program is in conformance with the terms of this Agreement. In the event a usage deviation of greater than five percent (5%) is discovered as a result of such audit, LICENSEE shall bear all the costs of such audit. Upon discovery of a deviation from LICENSEE's allowable usage of the Program, LICENSEE shall use its best efforts to immediately comply with the usage terms of this Agreement, including payment of fees due for any additional licenses for the Program, if applicable.

10. ADDITIONAL WARRANTIES

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.

11. LIFE CYCLE POLICY

LICENSEE agrees and understands that use of the Program by LICENSEE is subject to Life Cycle Policy or End of Use, attached as Schedule 2, which STARLIMS may update from time to time on Customer Portal. Notwithstanding the term under Program Schedule, 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 ("Information"). The Information being selected, updated, and made available on such portal is in the sole discretion of STARLIMS. STARLIMS may permit LICENSEE to have access to the Customer Portal under the terms, conditions, and policies stated on the Customer Portal.

13. CONFIDENTIAL INFORMATION

13.1 DEFINITION OF CONFIDENTIAL INFORMATION

During their relationship, the Parties acknowledge that a Party (the "Disclosing Party") may provide its Confidential Information to the other Party (the "Receiving Party"). "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.

13.2 SAFEGUARDS

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.

13.3 NONDISCLOSURE

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.

13.4 COMPELLED DISCLOSURE

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.

13.5 EXCEPTIONS

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

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

LICENSEE acknowledges that title and full ownership rights to the Program 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 or its suppliers. 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.

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 Program. STARLIMS reserves all rights not expressly granted herein.

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 Program or Services, or reverse compile, reverse engineer, enhance, supplement, translate or disassemble the Program or otherwise reduce it, in whole or in part, to human readable form.

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.

STARLIMS encourages LICENSEE to provide suggestions, proposals, ideas, recommendations, enhancements, or other feedback regarding the Program (collectively, "Feedback"). If LICENSEE provides or has provided 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.

Except for the rights expressly granted herein, 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.

Except for the rights expressly granted herein, this Agreement does not transfer from LICENSEE to STARLIMS any rights in the LICENSEE Materials, and all right, title and interest in and to LICENSEE Materials will remain solely with LICENSEE.

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

15. COMPLIANCE WITH GOVERNMENT REGULATIONS

15.1 COMPLIANCE WITH U.S. SANCTIONS REGULATIONS

LICENSEE understands and acknowledges that STARLIMS and the Program are subject to regulation by agencies of 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, which currently are Iran, Sudan, North Korea, Syria, Cuba and the Crimea region (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 Program, 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 it shall comply with all conditions and limitations of applicable OFAC and BIS regulations and that it shall not transfer or re-export the Program 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.

Furthermore, any and all obligations of STARLIMS to provide the Program or the Warranty Period services (as well as any other technical information and assistance), to make payments, or otherwise perform any obligation under this Agreement, or any other services under any other agreements are subject to U.S. laws and

regulations, including without limitation the Export Administration Regulations issued by the BIS, and the economic sanctions regulations and orders administered by OFAC. LICENSEE agrees to cooperate with STARLIMS in order to maintain compliance with the applicable export regulations.

15.2 EXPORT

LICENSEE shall not export or re-export the Program or any merged portion of the Program without the appropriate United States or foreign government license.

15.3 U.S. GOVERNMENT RESTRICTED RIGHTS

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 Program 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 Program 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/manufacture is STARLIMS CORPORATION, 4000 Hollywood Blvd., Suite 300, S. Hollywood, FL 33021. LICENSEE shall ensure that each copy of Program used or possessed by or for the government is labeled to reflect the foregoing.

16. GENERAL

16.1 ENTIRE AGREEMENT/AMENDMENT

The terms contained herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications and agreements, whether oral, written or otherwise recorded in any manner. This Agreement cannot otherwise be amended, modified or changed except by a written instrument signed by duly authorized representatives of each Party.

16.2 ASSIGNMENT

Each Party will be entitled to assign this Agreement and its rights hereunder, without cost or consent, to an Affiliate thereof, or to an entity with which that Party may merge or consolidate, or that purchases all or any substantial portion of that Party's business or assets to which this Agreement relates. Each Party shall notify the other Party, in writing, of any such assignment within a reasonable time after the same has occurred. Otherwise, no right or obligation hereunder is assignable without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any authorized assignee of this Agreement shall agree in writing to assume all the rights and obligations of the assignor hereunder. Any assignment in violation of this section will be void.

16.3 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16.4 HEADINGS AND RECITALS

Headings used in this Agreement are for reference only and will not be deemed a part of this Agreement.

16.5 NON-WAIVER

No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.

16.6 NOTICE

Each Program Schedule will identify individuals who will serve as the Parties' representatives as to technical and administrative matters. Except for quotes, orders, acknowledgments, invoices, payments and other usual and routine communications, all other notices required or permitted hereunder, including but not limited to notices of default or breach, shall be sent, as to LICENSEE, to the contact identified on the Program Schedule, and as to STARLIMS as provided in the Signature Page.

- a) The address and contacts for either Party may be changed by written notice to the other. Such notices will be deemed to have been received when hand delivered to such individuals by a representative of the sender;
- b) three (3) days after having been sent postage prepaid, by registered or certified first-class mail, return receipt requested;
- c) when sent by electronic transmission, with written confirmation by the method of transmission; or
- d) one (1) day after deposit with an overnight carrier, with written verification of delivery.

16.7 NO PUBLICITY/TRADEMARKS

Nothing in this Agreement grants either Party any rights in the trademarks, trade names or service marks of the other Party. Neither Party shall make any use of the trademarks, trade names or service marks of the other Party without such other Party's prior express written consent. Neither Party shall issue any press release or make any other public disclosure relating to this Agreement or the performance of services hereunder without such other Party's prior express written consent. Neither Party may use the name of the other Party in publicity releases or advertising or for other external promotional purposes, without securing the prior written approval of the other Party hereto. STARLIMS may include LICENSEE's name to STARLIMS published customer lists.

16.8 SEVERABILITY

In the event of invalidity of any provision of this Agreement and subject to any applicable law, the Parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement.

16.9 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, 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. Except as expressly stated in this Agreement, STARLIMS and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes, blockages, or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, power outages, blockages, embargoes, acts of terrorism, criminal acts, intentional acts by a non-Party acts of civil or military authority, or war.

16.10 INCONSISTENCIES BETWEEN AGREEMENT AND OTHER DOCUMENTS

This Agreement will prevail in the case of any inconsistency between it and any other document issued by any Party. Any inconsistency or ambiguity in this Agreement and Appendices will be resolved by giving precedence in the following descending order:

- a) This Agreement;
- b) The Program Schedule(s); and
- c) any appendix to the Program Schedule(s).

16.11 DISPUTE RESOLUTION

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") listed in Signature Page, which terms shall be a part of this Agreement and incorporated by reference into this Agreement.

16.12 NEGOTIATED TERMS

The Parties acknowledge that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement will not be construed in favor or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

16.13 THIRD PARTY BENEFICIARIES

Except as expressly provided herein, nothing in this Agreement is intended to confer any rights or benefits to any third parties.

16.14 COUNTERPARTS

This Agreement may be executed electronically, in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each Party acknowledges that an original signature or a copy thereof transmitted by facsimile or pdf shall constitute an original signature for purposes of this Agreement.

16.15 RELATIONSHIP BETWEEN PARTIES

In performing any or all the services under this Agreement, STARLIMS, its employees and contractors, shall at all times and for all purposes be and remain an independent contractor of LICENSEE.

SCHEDULES

Schedule 1. EXCLUDED LICENSE TERMS

There are no Exclusions to the License Terms

Schedule 2. STARLIMS SUPPORT LIFE CYCLE POLICY

View a complete list of [STARLIMS products and technical support periods](#) covered under the Support Lifecycle Policy.

A. ENTERPRISE MAINTENANCE AND SUPPORT OPTIONS

Standard Support and Maintenance, and Premium Maintenance and Support programs provide maximum of two (2) root releases of product support from the general availability of a product, 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.

B. EXTENDED MAINTENANCE AND SUPPORT

This program option gives your organization an additional six (6) months of Extended Maintenance and Support services after the end of Core Support Period. Extended Maintenance and Support provides your organization with the valuable extra time you may need to plan your migration to STARLIMS’ latest STARLIMS 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.

C. SELF-SERVICE LEGACY SUPPORT

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

Schedule 3. ALTERNATIVE DISPUTE RESOLUTION

The Parties recognize that from time to time a dispute may arise relating to either Party's rights or obligations under this Agreement. The Parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the Parties.

Prior to beginning the ADR Process, a Party first must send written notice of the dispute to the other Party for attempted resolution by good faith negotiations between their respective executive managers (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days of the notice of dispute, or if the Parties fail to meet within such twenty-eight (28) days, either Party may initiate an ADR proceeding as provided herein. The Parties shall have the right to be represented by counsel in such a proceeding.

- 1) 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 such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.
- 2) Within twenty-one (21) days following the initiation of the ADR proceeding, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party shall select one independent, impartial and conflicts-free neutral and those two neutrals shall 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.
- 3) No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the Parties. If the parties cannot agree, the neutral(s) shall designate a location other than the principal place of business of either Party or any of their subsidiaries or affiliates.
- 4) At least seven (7) days prior to the hearing, each Party shall submit the following to the other Party and the neutral(s):
 - a) a copy of all exhibits on which such Party intends to rely in any oral or written presentation to the neutral;
 - b) a list of any witnesses such Party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;
 - c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The Parties agree that neither side shall seek as part of its remedy any punitive damages;
 - d) a brief in support of such Party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.
- 5) Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.
- 6) The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:
 - a) Each Party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each Party has had the five (5) hours to which it is entitled.
 - b) Each Party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the Party conducting the cross-examination.
 - c) The Party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding Party. The responding Party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.
 - d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.
 - e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.
- 7) Within seven (7) days following completion of the hearing, each Party may submit to the other Party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.
- 8) The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling 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(s) shall not issue any written opinion or otherwise explain the basis of the ruling.
- 9) 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.
- 10) The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.
- 11) Except as provided in paragraph 9 of this ADR provision or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.
- 12) All ADR hearings shall be conducted in the English language.

Schedule 4.**PROGRAM SCHEDULE (PROPOSAL)**

Insert Proposal / Quote