

## **Maintenance and Support Terms**

*The Maintenance and Support terms set forth herein apply only to Thermo LabSystems Inc.'s ("LICENSOR") core, standard, out-of-the box products licensed to you ("LICENSEE") and do not apply to any customizations to such products or to any specialty, third-party or customized products. The terms and conditions contained herein may be updated by LICENSOR at any time for any reason .*

For the purpose of this document, "Errors, Defects, and Omissions" means and include deviations within the Licensed Software which prevent its successful operation in accordance with its specifications set forth in the Licensed Material. The Maintenance provisions of this Agreement shall specify, among other things, LICENSOR's obligations with respect to the following types of Errors, Defects, and Omissions:

"Critical Error" means an Error, Defect, or Omission which causes the Licensed Software to be unusable.

"High Impact Error" means an Error, Defect or Omission which has a material adverse impact on LICENSEE's ability to use the Licensed Software.

"Other Error" shall mean an Error, Defect, or Omission which is not a Critical Error or a High Impact Error.

(i) Election to Receive Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year commencing upon the license of the Licensed Software and shall be automatically renewed for additional one (1)-year terms unless LICENSEE notifies LICENSOR in writing sixty (60) days prior to the end of the Maintenance term of LICENSEE's intention not to renew), LICENSOR shall, subject to the terms and conditions of this Agreement, provide the maintenance service described below ("Maintenance") for the Licensed Software.

(ii) Lapsed Maintenance Service and Reinstatement. If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder , or if such service is terminated or lapsed pursuant to the terms of this Agreement, LICENSEE may continue to Use and Access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSOR, at its sole option, may permit LICENSEE to reinstate such Maintenance once inactive by paying (1) all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive and (2) Maintenance Fees for the new one-year term at the then applicable rate.

(iii) Maintenance Service. Upon LICENSEE's payment for Maintenance as specified on the related Maintenance invoice, LICENSOR shall provide the following Maintenance for the Licensed Software:

(1) Correction, to the extent commercially reasonable, of any Errors, Defects or Omissions in the Licensed Software which cause it not to operate in accordance with its specifications as set forth in the Licensed Material, in the following priority:

in the event of a Critical Error, immediately initiate remote diagnostics and troubleshooting techniques within the initial response time and, in the event no work-around or solution to the functional Error results, promptly engage LICENSOR's Development group to attempt to create an Error solution for provision to LICENSEE and inform LICENSEE of the resolution plan and status;

in the event of a High Impact Error, immediately initiate remote diagnostics and troubleshooting techniques within the initial response time, attempt to resolve the Error through replication and, in the event no work-around or solution to the functional Error results, promptly engage LICENSOR's Development group to attempt to create an Error solution for provision to LICENSEE and inform LICENSEE of resolution plan and status;

□ in the event of an Other Error that disables functionality of the Licensed Software, attempt to resolve the Error through replication and, in the event no work-around or solution to the Error results, forward the Error to LICENSOR's Development group to attempt to validate, categorize and prioritize the Error with others reported by customers of the Licensed Software for the creation of a solution, provided either separately or as part of a Licensed Software update or revision as determined by LICENSOR;

□ in the event of an Other Error that that does not adversely affect the functionality of the unaltered Licensed Software in its current release, or that contemplates an enhancement or update to the functionality of the current release of the Licensed Software, in each case as reasonably determined by LICENSOR, give reasonable consideration to accommodating such performance enhancement request in upcoming releases and updates to the Licensed Software available under its Maintenance.

(2) Provision of support service, from 8:30 a.m. to 5:00 p.m. (local support center time)

Mondays through Fridays, excluding holidays. If LICENSEE has purchased LICENSOR's 24/7 Critical Maintenance and Support plan, support service with respect to Critical Errors shall be available 24 hours a day, seven days a week, including holidays. LICENSOR will acknowledge and respond within four (4) business hours to any problem reported by LICENSEE. If LICENSEE has purchased LICENSOR's 24/7 Critical Maintenance and Support plan, LICENSOR will acknowledge and respond within two (2) hours with respect to Critical Errors. LICENSEE may access standard support during local business hours in local time zones and, in the event of an issue arising during off hours for LICENSEE's local support center, LICENSEE may use LICENSOR's global support locations to resolve issues in a timely manner. Local support desks may route support incidents to other support desks where appropriate to provide support to LICENSEE outside local business hours (this approach is referred to as "Follow the Sun" support service). Utilizing Follow the Sun support service may not result in improved response times.

(3) Notification and provision to LICENSEE of new versions, releases, updates and enhancements to the Licensed Software as they are developed and released by LICENSOR, including update solutions for known Errors, Defects and Omissions in the unaltered Licensed Software, applicable LICENSEE/server upgrades, and related updates to the Licensed Material, in each case limited to such updates or enhancements relating to the speed, efficiency or ease of operation of the Licensed Software and specifically excluding any modification, enhancement or update relating to new features or other functionality or marketed by LICENSOR as a separate Licensed Software computer program.

(iv) Maintenance at LICENSOR or LICENSEE Facilities. LICENSOR may provide Maintenance at LICENSOR's facilities. If no resolution can be made to correct Critical or High Impact Errors, Defects, or Omissions in the Licensed Software at LICENSOR's facilities, then upon request by LICENSEE, LICENSOR will attempt to resolve such problem at LICENSEE's Operating Facilities, and, in such event, LICENSEE agrees to provide LICENSOR reasonable access to the designated LICENSEE Operating Facilities, reasonable LICENSEE user support to assist LICENSOR in correcting any such Errors, Defects or Omissions. In the event that the Error, Defect or Omission is reasonably determined by LICENSOR not to be within the unaltered Licensed Software, then LICENSEE will reimburse LICENSOR for reasonable time and materials, in addition to reasonable travel expenses, related to such Maintenance.

(v) LICENSEE Maintenance Service Obligations. While Maintenance is in effect, LICENSEE: (1) shall provide LICENSOR with a list of authorized LICENSEE Representatives serving as LICENSEE's Maintenance contact personnel, which shall be kept current by updating not more than quarterly; and (2) shall implement updates, revisions, new releases or successor programs to the Licensed Software that LICENSOR provides at no additional charge to all its Maintenance customers for such program, such that LICENSEE has installed a version of Licensed Software released within the prior five (5) year period. If LICENSEE's installed version of the Licensed Software was released more than five (5) years earlier, then following the expiration of the LICENSEE's current Maintenance renewal term, LICENSOR shall have no Maintenance obligations with respect thereto and may, at its option, decline to offer any further renewals of such Maintenance service to LICENSEE.

(vi) Hardware. LICENSOR's Maintenance and Support program for hardware provided by LICENSOR to LICENSEE covers replacement or repair, in LICENSOR's discretion, of any hardware component that fails to operate in accordance with specifications due to defect or ordinary wear and tear. In the event LICENSEE has subscribed to Maintenance and Support for hardware and requires servicing for a hardware component, LICENSEE shall contact LICENSOR's Maintenance and Support representative to obtain a service authorization number. The Maintenance and Support representative will issue an authorization number to LICENSEE and provide LICENSEE with instructions for shipment of the component (at LICENSEE's cost) to LICENSOR for servicing. LICENSOR in its sole discretion will then repair or replace any hardware component which does not operate in accordance with component specifications and return the repaired or new component to LICENSEE.

LICENSOR's obligation to maintain and service hardware components shall not apply to:

1. Components that are consumables (e.g., bulbs, belts, etc.).
2. Damages arising from catastrophic events including, but not limited to, theft, fire, flood, or other acts of nature.
3. Components which have been modified in any way by the LICENSEE, or third-parties contracted by the LICENSEE, without LICENSOR's written consent.
4. Components that fail as a result of the installation and/or integration of hardware by the LICENSEE or third-parties contracted by the LICENSEE.
5. Components that fail as a result of abuse or neglect by LICENSEE.

If LICENSOR establishes, in its reasonable discretion, that: (i) no problem existed; or (ii) the problem resulted from any of the circumstances described above, then LICENSOR shall invoice LICENSEE for LICENSOR's reasonable services in investigating or correcting the problem at LICENSOR's then-current rates for such services. If there has been any lapse in Maintenance and Support coverage for hardware and LICENSEE desires to renew coverage, LICENSOR reserves the right to inspect the hardware at LICENSEE's cost before agreeing to renew coverage.