

THERMO FISHER SCIENTIFIC INC.

SECURIMATE TERMS OF USE

Updated December 20, 2016

1. GENERAL

These terms of use ("Terms") are entered into by and between Thermo Fisher Scientific Inc. ("Thermo Fisher", "we", "us" or "our") and you, the person registering for access to the Securimate infrastructure, software, applications and services (the "Platform"), or the organization or entity that has authorized you to register for access to the Platform for its benefit (in either case "you", "your"), and govern your access to and use of the Platform as a web-based hosted service made available by us (the "Service").

PLEASE READ THESE TERMS CAREFULLY. IT IS IMPORTANT TO UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THERMO FISHER. BY REGISTERING FOR, ACCESSING OR USING THE SERVICE, YOU CONFIRM THAT (1) YOU HAVE READ THESE TERMS, (2) YOU ARE AT LEAST 18 YEARS OLD, (3) YOU, AND THE ORGANIZATION OR ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THESE TERMS AND/OR USING THE SERVICE, ACCEPT THESE TERMS, and (4) WHEN REGISTERING FOR THE SERVICE, YOU READ, UNDERSTOOD AND ACCEPTED OUR PRIVACY POLICY (available at <http://corporate.thermofisher.com/en/footer/privacy-statement.html>) ("Privacy Policy"). CLICKING ON THE "I ACCEPT" BUTTON BELOW INDICATES THAT YOU CONFIRM EACH OF 1-4 ABOVE, AND ACCEPT AND INTEND TO BE BOUND BY THESE TERMS, AND CONSENT TO ENTER INTO THESE TERMS IN ELECTRONIC FORM. **IF YOU DO NOT ACCEPT THESE TERMS, DO NOT REGISTER FOR OR USE THE SERVICE NOR CLICK "I ACCEPT".**

We may modify these Terms from time to time and at any time, in which case we will post a new version on the applicable site ("Site"), and update the "effective date" above. Changes to these Terms are effective when posted to the Site. Your continued use of the Service following posting of any changes constitutes your acceptance of such changes, and if you do not agree with these changes, you must immediately stop using the Service.

We may modify the Service at any time in our sole and absolute discretion without notice, in which case your sole remedy is to close your account and stop using the Service. However, if we modify storage Services, we will notify you at least 90 days in advance.

Please print these Terms for your records.

2. BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE BETWEEN YOU AND THERMO FISHER ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH SECTION 15 BELOW. PLEASE READ SECTION 15 CAREFULLY.

3. DATA AND PRIVACY

A. Privacy. Our Privacy Policy explains how we protect your privacy when you visit and use the Site and use the Service. Our Privacy Policy applies to your use of the Site and the Service, and its terms are made a part of these Terms by this reference. If there is a conflict between these Terms and the Privacy Policy, these Terms will control with respect to the Service. Also, by using the Service or the Site, you acknowledge and agree that internet transmissions are never completely private or secure.

B. Prohibition of Personal Data. YOU MAY NOT SUBMIT ANY DATA RELATING TO PATIENTS, CLINICAL STUDIES, MEDICAL TREATMENT, PERSONALLY IDENTIFIABLE INFORMATION (except with respect to your contact information that you submit during the registration process or through your account settings), PERSONAL HEALTH INFORMATION, OR OTHER SENSITIVE PERSONAL DATA (as such terms may be defined below) (collectively “Personal Data”) IN CONNECTION WITH YOUR USE OF THE SERVICE. ANY PERSONAL DATA MUST BE DE-IDENTIFIED IN ACCORDANCE WITH STATE-OF-THE-ART REQUIREMENTS BEFORE BEING SUBMITTED TO THE SERVICE.

1. “Personally Identifiable Information” means any information that relates to an identified or identifiable individual and can be used to distinguish or trace an individual’s identity without investing significant efforts, time, cost and/or other resources (including, but not limited to, education, financial transactions, medical history, and criminal or employment history, name, social security number, date and place of birth, family names, biometric records, home address, home phone number, personal email address, financial information, fingerprint, photograph, information stored in social media networks and medical information).

2. “Personal Health Information” has the meaning set forth in the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and includes but is not limited to genetic data by which an individual can be identified, medical history, health status and diagnoses.

3. “Sensitive Personal Data” means Personally Identifiable Information, Personal Health Information, and other sensitive information about a person (e.g., racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or data concerning sex life).

You will indemnify and hold Thermo Fisher and its affiliates, licensors and suppliers harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) that Thermo Fisher and its affiliates, licensors and suppliers may incur as a result of or arising from the receipt and handling of Personal Data.

C. Acknowledgement. **By clicking the “ACCEPT” button, you consent to the transfer of data you submit to the Service to countries that may have a lower standard of protection of such data than the standard of the country in which you are located, and (2) you consent to the transfer of such information by us to our third party service providers, and (3) you accept that these Terms PROHIBIT your use of Personal Information in connection with the Service, and (4) you agree that your use of the Service is for RESEARCH USE ONLY.**

IF YOU DO NOT ACCEPT THIS ACKNOWLEDGMENT, DO NOT REGISTER FOR OR USE THE SERVICE NOR CLICK “I ACCEPT” ABOVE OR BELOW.

D. Processing Your Data. You agree that you will remain the controller of all data that you process in connection with the Service (“Your Data”), and that we will only process Your Data on your behalf in accordance with these Terms. We will use Your Data only in accordance with these Terms and the Privacy Policy. Also, if you make Your Data publicly available, then notwithstanding provisions in these Terms or in the Privacy Policy that restrict our use of Your Data, we may thereafter use Your Data that is publicly disclosed in all manners permitted under applicable laws. Although we will use commercially reasonable efforts to keep Your Data generally available to you while you use the Service, we do not represent that Your Data will be available to you at any given time, or will not be altered, lost or damaged, and we recommend that you make regular back-up copies of Your Data independently of the Service, and that you not rely on the Service as the sole repository for Your Data. If you remove Your Data from the Service, we may not be able to recover it. You acknowledge that, unless specified otherwise in the Privacy Policy Your Data may be hosted anywhere in the world.

E. Other Users. The Service allows you to transmit Your Data to other registered users of the Service (“Other Users”). When you transfer Your Data to an Other User, you acknowledge that you will no longer have control over that data. For example, an Other User may copy, download, modify, store, use and further transfer that information, even if you have changed that information, changed your sharing settings, or later remove that information. If you permit an Other User to transmit his/her data to you through the Service (“Other User Data”), then you are responsible and liable for your use of Other User Data, and you must use the Other User Data in accordance with these Terms and in accordance with all applicable laws, and we will have no obligation or responsibility for your use of Other User Data. Your interactions with Other Users are solely between you and the Other Users, and we will not be responsible for any loss or claim relating to such dealings or with respect to any other person’s or entity’s use or disclosure of Your Data. If there is a dispute between you and an Other User, we are under no obligation to become involved, and you will manage any such dispute or disagreement directly, and you will not make any claims against us with respect to these dealings.

F. License; Warranties. By submitting Your Data to the Service, you represent and warrant to us that (i) you have all necessary rights to do so, either because you are the author of Your Data and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of Your Data; (ii) all information that you provide to us is accurate and truthful, (iii) your acceptance and performance of these Terms does not violate any applicable law or any contract or obligation to which you are bound, and (iv) Your Data and its use does not infringe or misappropriate the intellectual property rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person. You hereby grant to us and our affiliates, suppliers, licensors and agents, a worldwide, royalty-free, fully-paid, non-exclusive, transferable, sublicensable license to copy, modify, publicly display and distribute Your Data in furtherance of our providing the Service as described in these Terms and in as permitted in the Privacy Policy. This license ends when Your Data is no longer stored within the Service.

4. GRANT OF RIGHTS; ACCOUNTS

A. Limited License. Subject to these Terms, we grant you a nonexclusive, non-sublicensable, limited time, non-transferable right to access and use the Service, and any associated or supporting content or data, hardware, user manuals or other documentation related to the Service (including without limitation associated sample files or programs, media, printed materials, patches, upgrades, utilities, tools, and/or “online” or electronic documentation) (“Associated Materials”), for your research use only and not for use in diagnostic or therapeutic procedures and, if you are an organization or entity, then you may use the Service and Associated Materials solely for your business purposes, and solely by your authorized employees and agents.

B. Account and Login. If you have registered for the Service as an individual, to gain access to and use the Service, you must establish a unique user ID and associated password (“Login Credentials”), and you cannot share Login Credentials with anyone else. If you have registered an account for the Service on behalf of a group of individuals, then each member of the group must register for the Service, and the group’s use of a single set of Login Credentials is restricted to the physical site where each person within the group is located. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your Login Credentials, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. If your account information changes, you must update your account promptly. Except as we may otherwise expressly allow, you may not use the profile, username, or password of another Service user. Multiple accounts held by the same individual are subject to termination by us. If we have reason to believe that your account information is untrue, inaccurate, out-of-date or incomplete, we may suspend or terminate your account.

5. RESTRICTIONS

A. Regulatory. The Service and Associated Materials may only be used by you for RESEARCH USE ONLY AND NOT FOR USE IN DIAGNOSTIC OR THERAPEUTIC PROCEDURES. THE SERVICE IS NOT FOR USE IN DIAGNOSTIC, THERAPEUTIC OR CLINICAL PROCEDURES OR APPLICATIONS. The Service has not received any

governmental approval, clearance, or similar designation (“Approvals”), does not necessarily satisfy the requirements of any governmental body or other organization, and has not been validated for clinical or diagnostic use, for safety and effectiveness, or for any other specific use or application. You are solely responsible for compliance with any and all applicable laws, and regulations, and governmental policies that pertain to your use of the Service and Your Data including, but not limited to, obtaining any necessary Approvals and conforming with any regional, territorial or other regulatory requirements, including but not limited to any submissions to or approvals required by applicable regulatory authorities, that pertain to your procedures and uses of the Service.

B. Restrictions. You shall not use or allow the use of the Services or Associated Materials: (i) for rental or in the operation of a service bureau, including without limitation, providing third party hosting, or third party application integration or application provider services; (ii) by persons not employed by or under employment-type contracts (e.g. contractors, etc.) with you or the organization or entity on whose behalf you have accepted these Terms; (iii) as essential equipment in the operation of any nuclear facility, aircraft navigation or communication systems or air traffic control machines, or (iv) any other use in which failure of the Service could lead to death, personal injury or severe physical or environmental damage. You may not use the Service for, or in substitution of, medical advice, or to aid in diagnosis, treatment, or testing recommendations, or medical decision making of any kind. You may not modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Service. You may not download any open source software to the Service.

C. Acceptable Use. You may not use the Service for illegal or unlawful or malicious activities, or for activities that we deem improper for any reason whatsoever in our sole judgment. You must use the Service in compliance with all applicable laws. We may take preventative or corrective actions relating to your use of the Service to protect Thermo Fisher, our affiliates, licensors, partners, suppliers and users. Your use of the Service is conditioned on your compliance with the following rules of conduct. You may not: (a) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information; (b) defame, abuse, harass, stalk, intimidate, bully, threaten or otherwise violate the rights of others, including without limitation others’ privacy rights or rights of publicity; (c) access or use (or attempt to access or use) another user’s account without permission, or solicit another user’s login information; (d) transmit any software or materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature; (e) “frame” or “mirror” any portion of the Service; (f) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Service; (g) harvest or collect information about or from other users of the Service (except as otherwise permitted herein); (h) use Service for any illegal activity; (i) probe, scan or test the vulnerability of the Service, nor breach the security or authentication measures on the Service, monitor data or traffic on the Service, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service, such as a denial of service attack; (j) send or otherwise post unauthorized commercial communications (such as spam); (k) engage in unlawful activities; (l) post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (m) facilitate or encourage any violations of this Section; or (n) violate the Amazon Web Services Acceptable Use Policy found at <http://aws.amazon.com/aup/>.

6. TERM AND TERMINATION

A. Subscription Term. We offer subscription terms of varying lengths, and the term during which you may use the Service will either (i) depend on the length of subscription that you have purchased or (ii) be at our sole discretion if we provide the Service free of charge. At the expiration of your subscription term, these Terms will terminate. If your access to the Service is granted on a trial basis, you are hereby notified that license management software may be included to automatically cause the Service to cease functioning at the end of the trial period (and in any case you agree to discontinue usage at the end of the trial period or at our written request).

B. Termination. You may terminate these Terms at any time by discontinuing use of the Service and/or closing your account. We may terminate your access to the Service if you do not comply with these Terms. We reserve the right to discontinue the Service and/or close your account in our sole discretion upon at least

ninety (90) days' notice to you, during which time we will make available Your Data, as it exists at that time, to you for download.

C. Effect of Termination. Upon termination of your use of the Service or of these Terms, you must discontinue using the Service and Associated Materials. Upon discontinuation or termination of the Service, you will no longer have rights to access or use the Service or Your Data, and except as may be required by law, we will delete Your Data or otherwise render it inaccessible. Sections 2, 3, 6.C., 9, 10, 11, 12, 13, 14 and 15, and any other provisions and terms that by their nature extend beyond termination, shall survive the termination or expiration of these Terms.

7. THIRD PARTY APPLICATIONS

The Service may also, from time to time, make Thermo Fisher or third party software applications available to you through use of the Service ("App(s)"). If you elect to download an App, then you will need to agree to separate terms and conditions governing your use of the App. Apps are provided solely as a convenience to you. Third party Apps are not under our control, and we are not responsible for and do not endorse the content or functions of third party Apps, and you must exercise independent judgment regarding your interaction with all Apps. You should review all terms and policies governing Apps, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before downloading or using any Apps.

8. FEES

If you have registered to use the Service in exchange for the payment of fees, then you must pay those fees in accordance with the terms of your registration. All fees are nonrefundable, and if you do not pay fees when due then we may, without limiting our other available remedies, suspend your access to the Service until all overdue payments are received, or terminate these Terms and close your account.

9. OWNERSHIP; NO TRANSFER OF THE SERVICE

A. Ownership. You acknowledge that the Associated Materials and the Service (including its structure, sequence, organization, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork and computer code, including but not limited to the design, structure, "look and feel" and arrangement of the content of the Service), are owned, controlled or licensed by or to us, is and remains the proprietary information of Thermo Fisher and our affiliates, suppliers and licensors, and are protected by intellectual property laws. You acknowledge that all intellectual property rights relating to the Service (other than Your Data) and the Associated Materials are, as between you and Thermo Fisher, solely and exclusively owned by Thermo Fisher. All modifications, enhancements or changes to the Service and the Associated Materials are and shall remain the property of Thermo Fisher and our licensors and suppliers, without regard to the origin of such modifications, enhancements or changes. No ownership rights in the Service or Associated Materials are granted, and we reserve all right, title and interest therein and thereto. Use of the Service does not grant you a license to intellectual property or other rights of Thermo Fisher or its affiliates or licensors or any third parties, whether express, implied, by estoppel or otherwise, or grant you the right to make or have made any products, or to use the Service or Associated Materials beyond the scope of these Terms. You will not challenge the ownership or rights in and to the Service and the Associated Materials, including without limitation all copyrights and other proprietary rights. Nothing in these Terms limits our ability to enforce our intellectual property rights.

B. Feedback. If you have comments regarding the Site or Service or ideas on how to improve them ("Service Improvements and Feedback"), please note that by doing so, you also assign, and hereby assign, all right, title, and interest worldwide in the Service Improvements and Feedback to Thermo Fisher Technologies and agree to assist Thermo Fisher Technologies, at Thermo Fisher Technologies' expense, in perfecting and enforcing Thermo Fisher Technologies rights thereto and ownership thereof. You acknowledge and agree that Thermo Fisher Technologies may use and incorporate the Service Improvements and Feedback into the Site and/or Service or for other business purposes without compensation and without restriction.

10. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICE, ASSOCIATED MATERIALS AND ANY SUPPORT AND INFORMATION PROVIDED BY US IN CONNECTION WITH THE SITE AND SERVICE, IS ALL PROVIDED “AS IS” AND ON AN “AS AVAILABLE BASIS” “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY LAW, THERMO FISHER, ITS AFFILIATES, SERVICE PROVIDERS, AGENTS, PARTNERS AND LICENSORS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. NO WARRANTY IS MADE THAT THE SITE OR SERVICE WILL BE OPERABLE OR ACCESSIBLE, OPERATE IN AN ERROR FREE, BUG FREE, UNINTERRUPTED OR SECURE MANNER, IN COMBINATION WITH THIRD PARTY HARDWARE OR SOFTWARE PRODUCTS, OR THAT OUR SECURITY PROCEDURES AND MECHANISMS WILL PREVENT LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR INFORMATION OR DATA.

YOU ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER THE SPECIFIC CONDITIONS UNDER WHICH YOU USE THE SERVICE. THERMO FISHER CANNOT AND DOES NOT WARRANT THE PERFORMANCE OF THE SERVICE OR RESULTS THAT MAY BE OBTAINED BY THE USE OF THE SERVICE. THE SERVICE AND ANY SUPPORT OFFERED BY US DOES NOT REPLACE YOUR OBLIGATION TO EXERCISE YOUR INDEPENDENT JUDGMENT IN USING THE SERVICE.

Certain states and/or jurisdictions do not allow certain warranty disclaimers, so the disclaimers in this Section 10 may not apply to you.

11. LIMITATIONS OF LIABILITY

A. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THERMO FISHER OR ITS AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE (INCLUDING WITHOUT LIMITATION ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OR REGULATION OF SIMILAR IMPORT) OR ON ANY OTHER BASIS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY YOU OR ANY OTHER PERSON OR ENTITY, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT THERMO FISHER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO THE ASSOCIATED MATERIALS, LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS.

B. Damage Cap. IN ANY CASE, THE ENTIRE LIABILITY OF THERMO FISHER AND ITS AFFILIATES, SUPPLIERS AND LICENSORS UNDER THESE TERMS, OR ARISING OUT OF THE SERVICE, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU FOR THE SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

C. Acknowledgement. You agree that the limitations of liability set forth in this Section 11 shall be effective despite any failure of consideration or of an exclusive remedy. You acknowledge that the Service fees (if any) have been set and these Terms are accepted by Thermo Fisher in reliance upon these limitations of liability and that these limitations form an essential basis of the bargain between the parties. Certain states and/or jurisdictions do not allow the limitation of liability for incidental, consequential or certain other types of damages, so the exclusions and limitations set forth in this Section 11 may not apply to you.

12. INDEMNITY

If a third party makes a claim against Thermo Fisher or its affiliates, agents, licensors or suppliers for infringement or misappropriation of intellectual property rights based on your use of the Service, or in connection with your data or information (including without limitation Your Data), or in connection with your use of Other User Data,

then you will indemnify and hold the foregoing persons and entities harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that we or they may suffer or incur as a result of the claim. You will defend such action, at your expense, if instructed by us.

13. US GOVERNMENT END USERS

The Service and Associated Materials are copyright protected Commercial Computer Software and Computer Software Documentation as those terms are defined in 48 C.F.R. 2.101. The Government shall obtain only those rights to the Service and Associated Materials as are authorized by 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-3, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Service and Associated Materials by the U.S. Government shall be governed solely by these Terms.

14. EXPORT RESTRICTIONS

You agree to adhere to all applicable export control laws and regulations with respect to your use of the Service, and you will not export or re-export or permit access to the Service or Associated Materials, in whole or in part, directly or indirectly, to any country to which such export or re-export is restricted by any laws or regulations of the U.S. or the country in which you obtained the Service or Associated Materials, or unless properly authorized by the U.S. Government or other applicable regulatory authority as provided by law or regulation. You represent that you are not named on any U.S. or other applicable government denied-party list.

15. ARBITRATION

A. Arbitration. Any claim or cause of action arising out of, related to or connected with these Terms or the Service that cannot be resolved through negotiation and settlement (a "Dispute") may only be heard by an arbitrator pursuant to binding arbitration as described in this Section 15. Arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") selected from and administered by the San Diego office of JAMS in accordance with its then-existing Comprehensive Arbitration Rules & Procedures, and you consent to this as the sole and exclusive venue and jurisdiction for resolving Disputes. The Arbitrator may award compensatory damages, but may not award non-economic damages, such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential damages. Each party shall bear its own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Arbitrator and JAMS; however, the Arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the Arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the Arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Judgment on the award may be entered by any court of competent jurisdiction.

B. Restrictions. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party, whether through class action proceedings or otherwise. Also, regardless of any statute or law to the contrary, any Dispute must be filed within one (1) year after such claim or cause of action arose or be forever banned.

C. Acknowledgement. **By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right to bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.**

D. Injunctive Relief. Notwithstanding Section 15.A., if you infringe or threaten to infringe our intellectual property rights, we may seek injunctive or other appropriate relief in any court having jurisdiction, and

you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such courts.

16. MISCELLANEOUS

These Terms shall be governed by the internal substantive laws of the State of California, without respect to any conflict of laws principles that would dictate a different body of law. The United Nations Convention on the International Sale of Goods is excluded from these Terms. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. These Terms and the Privacy Policy contain the entire agreement between you and Thermo Fisher with respect to the subject matter hereof and supersede all prior or other agreements between you and Thermo Fisher concerning this subject matter. These Terms shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by you, and such additional or inconsistent terms are deemed rejected by us. You may not sublicense, assign or transfer your rights to use the Service, in whole or in part, without our prior consent. Any attempted assignment or sublicense without such consent shall be void. We may assign this Agreement (including your user registration), without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or to an affiliate or partner, or in connection with a change in control. These Terms are binding upon the parties' successors and permitted assigns. All notices and consents made hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after sending by confirmed facsimile, or (iii) the first business day after sending by email. Notices to Thermo Fisher must be sent in writing to the following address: Thermo Fisher Scientific, 168 Third Avenue, Waltham, MA 02451, Attention: General Counsel, and notices to you will be sent to the latest email address you provide to us.