

Software License & Distribution Agreement

This Software License and Distribution Agreement (hereinafter referred to as this "Agreement"), dated as of May, 27, 2014 ("Effective Date"), between Shimadzu Corporation, a corporation organized and existing under the laws of Japan, with its principal office at 1, Nishinokyo-Kuwabaracho, Nakagyo-ku, Kyoto 604-8511, Japan (hereinafter referred to as "Shimadzu") and the ProteoWizard Software Foundation, a California non-profit corporation (hereinafter referred to as "PW"). Shimadzu and PW are hereinafter referred to individually as a "Party", and collectively as the "Parties".

Shimadzu and PW agree as follows:

Article 1 – Definitions

As used herein, the following terms shall have the following meanings, respectively.

- (1) The term "SFCS" means Shimadzu's file converter software
- (2) The term "PW Software" means PW's open-source, cross-platform tools and libraries for proteomics data analysis which is being provided to end-users under the brand name "ProteoWizard".
- (3) The term "End-User" means a third party that acquires from PW a license to use the SFCS incorporated into the PW Software under the terms set forth in Exhibit A..

Article 2 – Grant of License

2.1 Grant of License. Subject to PW's compliance with the terms and conditions of this Agreement, Shimadzu hereby grants to PW a non-exclusive, non-transferable license to:

- a) install and use the SFCS on PW's systems for its internal use to evaluate the PW's systems with the SFCS; and
- b) distribute and sub-license the SFCS incorporated into the PW Software to End-User under the terms and conditions set forth in Exhibit A.

2.2 Delivery of SFCS. Within fourteen (14) days after execution of this Agreement, Shimadzu shall deliver to PW one (1) master copy of the SFCS

2.3 Ownership and Restrictions. PW agrees that Shimadzu retains the sole title and ownership of the SFCS. PW further agrees that this Agreement shall not be construed to grant PW access or license to the source code of the SFCS, or the right to, modify, adapt, translate, reverse-engineer, decompile, disassemble, or otherwise reduce the SFCS to a human-perceivable form, or create derivative works of the SFCS, or any part thereof.

2.4 Copyright Notice and Use of Trademark. PW shall display the following text in the "About" box of the SFCS or any products (including the PW Software) that incorporate the SFCS: "Shimadzu's file converter software. Copyright ©2014 by Shimadzu Corporation. All rights reserved." PW shall not use Shimadzu's trademarks in a way to suggest that PW's software, components, and-or programs are provided by or are endorsed by Shimadzu.

Article 3 – Distribution and End-User License

PW may not commercially exploit the SFCS or any products (including the PW Software) that incorporate the SFCS. Commercial exploitation includes but is not limited to, charging a purchase price, license fee, maintenance fee, or subscription fee. PW agrees to require each End-User to agree to a license agreement, which contains the terms and conditions set forth in Exhibit A attached hereto (hereinafter referred to as the "End-User License Agreement").



Article 4 – No Support by Shimadzu

PW shall, at its own cost and responsibility, advertise, market, promote, distribute and support the SFCS or products (including the PW Software) that incorporate the SFCS. PW understands and agrees that Shimadzu has no obligation to fix, update, supplement or support the SFCS.

Article 5 – No Warranty

The SFCS will be made available to PW in “as-is” condition and Shimadzu will not make any warranty whatsoever with respect to the SFCS. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, SHIMADZU DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SFCS.

Article 6 – Compliance with Laws

Both Parties agree to adhere to all applicable laws, regulations and rules relating to the export of technical data and equipment. Each Party agrees not to export or export any product or technical data of the other Party to any prescribed country listed in such applicable laws, regulations and rules unless properly authorized.

Article 7 – Confidentiality

During the term of this Agreement and for a period of five (5) years thereafter, PW shall: i) hold Shimadzu’s technical and commercial information (hereinafter referred to as “Confidential Information”) in strict confidence and avoid disclosure or release thereof; ii) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement; and iii) not to, directly or indirectly, copy, reproduce, use, publish, misappropriate, assign, or otherwise transfer or disclose to any third party confidential information. However, such confidentiality restrictions do not apply to any information that:

- a) is, or becomes a part of public domain through no fault, unauthorized act or omission by PW; or
- b) is already in the possession of PW prior to the time of disclosure; or
- c) is obtained by PW from any third party not in violation of any contractual or legal obligation to Shimadzu with respect to such information.

Article 8 – Term and Termination

8.1 Term. Unless earlier terminated as provided herein, this Agreement shall be in full force for a period of one (1) year commencing on the date first above written. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless either Party terminates by giving at least one (1) month written notice to the other Party.

8.2 Termination.

- a) Breach. Either Party may terminate this Agreement upon written notice for material breach by the other Party that is not cured within thirty (30) days of receipt of written notice of such breach.
- b) Insolvency. Either Party may terminate this Agreement by giving a written notice of termination to the other Party in the event the other Party becomes insolvent or any voluntary or involuntary petition in bankruptcy is filed by or against such Party or trustee, receiver or similar person is appointed with respect to any of the assets of such Party, or liquidation proceeding is commenced by or against such Party or if such Party discontinues its business.



- c) Change in ownership. Either Party may terminate this Agreement by giving written notice to the other Party in the event that a change in ownership of the other Party occurs which results in a change in the controlling interest of such Party to an unrelated entity, due to merger, acquisition, or sale of a majority of such Party's voting stock or a sale of substantially all such Party's assets, or in the event that the other Party makes a material change in the nature of its business activities and such change has a material adverse effect on the ability of such Party to perform its obligations under this Agreement.

8.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason whatsoever, PW shall immediately:

- a) cease all use of the SFCS and discontinue the distribution of SFCS or any products (including the PW Software) that incorporate the SFCS, provided, however that the End-Users are entitled to continue using the SFCS pursuant to the terms and conditions of license set forth in the End-User License Agreement; and
- b) return the SFCS and all Shimadzu's Confidential Information and its copies and certify in writing that no Shimadzu's Confidential Information is in possession.

8.4 Survival. Article 7 shall survive expiration or termination of this Agreement for five (5) years.

Article 9 – Miscellaneous

9.1 No Assignment. This Agreement and the rights and licenses herein granted shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

9.2 Modifications. No modification, change or amendment of this Agreement shall be valid and binding upon the Parties unless such modification, change or amendment is made in writing and executed by duly authorized representative of both Parties.

9.3 Governing Law. This Agreement shall be governed and construed in accordance with the laws of Japan.

9.4 Dispute Resolution. Any disputes, controversies or claims arising out of or in connection with this Agreement or any breach thereof shall be finally settled exclusively by arbitration. The arbitration shall be held in Osaka, Japan pursuant to the Commercial Arbitration Rules of the Japan Commercial Arbitration Association if demand for arbitration is made by PW, and shall be held in Los Angeles, California, U.S.A. pursuant to the International Arbitration Rules of the American Arbitration Association if demand for arbitration is made by Shimadzu. The arbitration award shall be final, and the Parties agree to be bound thereby. Judgment upon the award rendered may be enforced in any court having jurisdiction thereof.

9.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, agreements and understandings between the Parties relating to such subject.

9.6 Independent Contractors. It is understood that both Parties are independent contractors and engage in the operation of their own respective businesses and neither Party is to be considered the agent of the other Party for any purpose whatsoever and neither Party has any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party.

9.7 Severability. The provisions of this Agreement shall be deemed to be severable. In the event any provision of this Agreement shall be held illegal, void or ineffective, the remaining provisions hereof shall remain in full force and effect.



9.8 No Waiver. If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

9.9 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be deemed to have been properly given to the other Party if delivered personally, by registered or certified mail, postage prepaid and return receipt requested, or by courier (national or international) providing proof of delivery to the addresses listed above.

9.10 Headings. The headings herein are for reference only and shall not affect the interpretation and construction of this Agreement.

The Parties represent, by the signatures below, that this Agreement has been executed by their duly authorized representatives.

ProteoWizard Software Foundation

Signature: *Parag Mallick*
Name: *Parag Mallick*
Title: *President,*
ProteoWizard Software
Foundation
Date: *5/27/14*

SHIMADZU CORPORATION

Signature: *Teruhisa Ueda*
Name: *Teruhisa Ueda*
Title: *Director, General Manager*
Analytical & Measuring Instruments Division
Date: *02 JUN 2014*



SHIMADZU SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.

Shimadzu Corporation ("Shimadzu") is willing to license the Shimadzu software provided herein, together with accompanying documentation to you only upon the condition that you accept all of the terms and condition contained in this Agreement. By using the Shimadzu software, you agree to be bound by the terms of this Agreement. If you do not agree to all these terms of this Agreement, promptly return the unused Shimadzu software to the party (either Shimadzu or its distributor).

1. SOFTWARE.

"SOFTWARE" means Shimadzu's file converter software ("SFCS") provided by Shimadzu.
(Comprised of one DataReader.dll containing the class Shimadzu.LabSolutions.DataReader)

2. LICENSE.

Shimadzu grants you a non-exclusive and non-transferable license to use the SOFTWARE subject to the following terms and conditions. You may install and use the SOFTWARE on any of your computing devices.

3. LIMITATION OF USE.

You may: i) use the SOFTWARE for your own internal use; and ii) conduct developments to incorporate the SOFTWARE into your own derivative work that incorporates software under the brand name "ProteoWizard" provided by ProteoWizard Software Foundation ("PW Software") and is distributed without commercially exploiting the SOFTWARE. Commercial exploitation includes but is not limited to, charging a purchase price, license fee, maintenance fee, or subscription fee. If you distribute without commercially exploiting the SOFTWARE only as permitted by this license, you must ensure that a copy of this license is distributed with your derivative work, and that the recipient of your derivative work agrees to the terms of this license as a condition of executing your program.

Except as specifically authorized by Shimadzu, you may NOT:

- a. modify, adapt, translate, reverse-engineer, decompile, disassemble, or otherwise reduce the SOFTWARE to a human-perceivable form, or create derivative works of the SOFTWARE, or any part thereof.
- b. distribute, rent, lease, sub-license or grant any rights in or to the SOFTWARE in any form to anyone else.

4. TITLE AND OWNERSHIP.

The license granted hereunder is not for sale and it may not be assigned or sublicensed to anyone else. Title and all associated intellectual property rights to the SOFTWARE shall remain in Shimadzu.

5. COPYRIGHT NOTICE

When you conduct developments to incorporate the SOFTWARE into the PW Software for your own internal use, you shall include Shimadzu copyright notices on any copies of the SOFTWARE to display the following text in your software's "About" box: "Shimadzu's file converter software. Copyright ©2014 by Shimadzu Corporation. All rights reserved".

You shall not use Shimadzu's trademarks in a way to suggest that your software, components, and-or programs are provided by or are endorsed by Shimadzu.

6. UPGRADES.

The Shimadzu has no obligation to upgrade the SOFTWARE. An upgrade means certain supplemental program modules and/or information for bug fixing and/or updates to the defects and/or failures of the SOFTWARE that are acknowledged or confirmed by Shimadzu.

7. LIMITED WARRANTY.

The SOFTWARE will be made available to you in "as-is" condition and Shimadzu will not make any warranty whatsoever with respect to the SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, SHIMADZU DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER BY STATUTE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SFCS.

8. LIMITATION OF LIABILITY.

IN NO EVENT WILL SHIMADZU BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SHIMADZU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL SHIMADZU'S LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT YOU PAID FOR SOFTWARE. THIS LIMITATION APPLIES TO ANYTHING RELATED TO THE SOFTWARE, SERVICES, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES, OR THIRD PARTY PROGRAMS, AND CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. TERMINATION.

This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of the



SOFTWARE including any documentation. This Agreement will terminate immediately without notice from Shimadzu if you fail to comply with any provision of this License. Upon termination, you must destroy all copies of the SOFTWARE.

10. GENERAL

- a. This Agreement is the entire agreement. If any provision of this agreement is held invalid, the remainder of this agreement shall continue in full force and effect.
- b. This Agreement shall be construed and governed in accordance with the laws of Japan, excluding its conflict of law rules.
- c. The exclusive jurisdiction for any disputes arising out of or in connection with this Agreement shall be Kyoto District Court of Japan.
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- e. The SOFTWARE is licensed, not sold. This License only gives you some rights to use the SOFTWARE; the Shimadzu reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the SOFTWARE only as expressly permitted in this License.

Analytical & Measuring Instruments Division, Shimadzu Corporation
1 Nishinokyo-Kuwabaracho, Nakagyo-ku, Kyoto 604-8511, Japan

