

## SOFTWARE LICENSE AND DISTRIBUTION AGREEMENT

This Software License and Distribution Agreement ("Agreement"), dated as of January 24, 2011 ("Effective Date"), between Waters Technologies Corporation, a Delaware corporation and its corporate affiliates ("Waters") and ProteoWizard, a California Nonprofit Public Benefit Corporation, a 501 (c) (3) non-profit corporation ("PW").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

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To the extent that any software of PW is created using Open Source, PW further agrees that WRDAC shall not be, or become, part of any PW software, and PW shall not disclose, distribute, or reproduce the WRDAC for submission to any Open Source community.

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

PW agrees to defend, indemnify and hold Waters harmless against any and all claims, suits, liabilities, damages, settlements, and costs, including the reasonable fees and costs of attorneys and other professionals, arising from PW's breach of any term, condition, covenant, warranty or representation in this Agreement.

The construction validity and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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

PROTEOWIZARD

By: Ray Mullet

Title: Chairman

Date: 2/2/11

Address: 1501 California Ave  
Palo Alto, CA 94304

WATERS TECHNOLOGIES CORPORATION

By: Arthur G. Caputo

Title: President, WATERS Division

Date: Jan 27, 2011

Address: 34 Maple Street  
Milford, MA 01757



## Exhibit A

### Waters Software License Terms

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