SOFTWARE LICENSE AND DISTRIBUTION AGREEMENT

This Software License and Distribution Agreement ("Agreement"), dated as of January 24, 201 I ("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:

Subject to and conditioned upon PW's continued compliance with the terms and conditions of this Agreement, Waters grants to PW a non-exclusive, non-transferable and non-sublicensable (except as expressly set forth herein), fully paid-up, royalty and terminable license to (i) install and use the Waters proprietary Waters Raw Data Access Component ("WRDAC") solely on PW's system for its internal use, and (ii) distribute, solely in object code form and without any additional fees, and solely with PW's ProteoWizard Software version 1.6 and each new or later versions of the ProteoWizard Software ("PW Software", including any updates or enhancements of such PW Software), copies of the WRDAC to PW's end-users, provided that PW's end-users may only use, and distribute the WRDAC for non-commercial purposes, per the terms of the License (as defined herein).

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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: [Signature]
Title: Chairman
Date: 2/2/11
Address: 1501 California Ave
Palo Alto, CA 94304

WATERS TECHNOLOGIES CORPORATION
By: [Signature]
Title: President, WATERS Division
Date: 2/27/2011
Address: 34 Maple Street
Milford, MA 01757
Exhibit A

Waters Software License Terms

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