SOFTWARE DISTRIBUTION LICENSE AGREEMENT
FOR MASHHUNTER DATA ACCESS COMPONENT RUNTIME

THIS SOFTWARE DISTRIBUTION LICENSE AGREEMENT (this "Agreement") is made as of November 1, 2010 ("Effective Date") by and between Agilent Technologies, Inc., a Delaware corporation ("Agilent") with a place of business at 5301 Steven Creek Blvd, Santa Clara, CA 95051, and ProteoWizard, a Not-for-Profit corporation ("Licensee") with a place of business at 2250 Alcazar St, CSC Suite 243, Los Angeles, CA 90033.

1. DEFINITIONS

1.1 "Program" shall mean Agilent's software program in object code form listed and described in Exhibit A hereto.

1.2 "Documentation" shall mean the end-user documentation provided with the Program as listed in Exhibit A.

1.3 "Licensee Products" shall mean Proteowizard with which the Program may be bundled for distribution hereunder.

1.4 "Licensee" shall include Licensee's employees, contractors and other personnel when they are working in a capacity that is under Licensee's control and on Licensee's behalf.

2. LICENSEE RIGHTS AND OBLIGATIONS

2.1 License. Subject to the terms and conditions set forth herein, Agilent hereby grants to Licensee a non-exclusive, worldwide license to use, reproduce, and distribute the Program and Documentation to end-users as bundled with Licensee Products. Licensee shall have no other rights with respect to the Program or relationship with Agilent except as specifically set forth in this Agreement. Nothing herein shall limit the right of Agilent to market and distribute the Program through Agilent's own or other distribution channels.

2.2 Delivery. Within 30 days after execution of this Agreement, Agilent will deliver to Licensee to the address set forth in Exhibit F one (1) master copy of the Program as a secured FTP download or CD/DVD media and one (1) master copy of the Documentation in N/A format.
2.3 **Reproduction.** All copies of the Program and Documentation made by Licensee shall include all Agilent proprietary notices on or in such Program and Documentation as provided by Agilent. Licensee may sublicense a third party to reproduce the Program and Documentation solely for the benefit of Licensee and not for such third party's own use or distribution. Licensee will promptly, but no later than 30 days after contracting with a third party for Program reproduction, inform Agilent of Licensee’s use of such third parties and the name and contact information of such third party.

2.4 [Blank]

2.5 [Blank]

2.6 **End-user License.** Licensee shall ensure that all copies of the Program distributed to end-users shall be pursuant to an end-user license agreement which shall, at minimum, contain the terms and conditions set forth in Exhibit C. Licensee shall ensure that end user execution of the Program is conditioned upon acceptance of the Agilent license terms set forth in Exhibit C using a “click-wrap” or other similar agreement evidencing affirmative end user consent.

2.7 **Marketing.** Licensee shall be responsible for all costs and expenses related to advertising, marketing, promoting, reproducing, manufacturing and distributing the Program and Documentation.

2.8 **Trademarks.** All of Licensee’s references to the Program or compatibility with Agilent products must refer to Agilent’s “MassHunter” trademark in the nominative use (for example “Agilent’s MassHunter Data Access Component software or Agilent’s MassHunter DAC software”). Agilent reserves the right to review and approve or disapprove in Agilent’s sole discretion all references to the Agilent “MassHunter” trademark in Licensee’s promotional literature, including without limitation electronic documents and web pages, which approval will not be unreasonably withheld. Licensee shall submit a proposed copy of its promotional literature, electronic documents and web pages and obtain Agilent approval prior to any use in commerce by Licensee.

2.9 **Ownership and Restrictions.** Agilent retains the sole title and ownership of the Program and documentation. Licensee shall not, and shall not authorize any other party to, remove, alter, cover or obfuscate any copyright or other proprietary rights notices on or in any Program or Documentation provided by Agilent to Licensee hereunder. Licensee shall not, and shall not authorize any third party to, reverse engineer, disassemble, decompile or modify the Program without written authorization from Agilent.

3. **PROGRAM MAINTENANCE AND SUPPORT**

3.1 **Maintenance and Support.** Agilent agrees to provide Licensee with maintenance and support for the Program to the extent set forth in Exhibit E. In no event will Agilent have any obligations to provide support to any end-users. Licensee shall provide all maintenance and support of the Program to end-users and shall direct all end-users to contact Licensee for such maintenance and support.
3.2 Technical Assistance and Training. Agilent agrees to provide to Licensee with technical assistance and training to Licensee personnel to use, copy and distribute the Program as contemplated herein, as set forth in Exhibit F.

4. PAYMENT

4.1 Royalty. In consideration for the rights and licenses granted to Licensee under this Agreement, Licensee agrees to pay Agilent the applicable Royalty payment for each copy of the Program that Licensee distributes or uses internally, and the other Royalties in the amounts set forth in Exhibit B.

4.2 Payment and Reports. Royalties with respect to the distribution of the Program will accrue upon distribution of any copy of the Program by Licensee. All accrued Royalties will be paid by Licensee to Agilent within thirty (30) days after the end of each calendar quarter. Each payment must be accompanied by a report with respect to the relevant quarter, stating the number of copies of the Program and Documentation reproduced, the number of copies of the Program and Documentation distributed or used by Licensee, the amount of all end-user service contracts with respect to the Program and the calculation for the royalty payment.

4.3 Taxes. Amounts payable to Agilent under this Agreement are payable in full to Agilent without deduction and are net of taxes (including any withholding tax) and customs duties. Licensee shall pay all taxes (including, without limitation, sales, withholding, value-added and similar taxes) and customs duties payable with respect to the payments to Agilent under this Agreement except for taxes based solely on Agilent's net income.

4.4 Records and Audit. Licensee agrees to make and maintain for at least three (3) years after the last payment under this Agreement is due, complete books, records and accounts with respect to Licensee's use, reproduction and distribution of and payments for the Program hereunder. Agilent shall have the right, not exercisable more than once every twelve month period, at its own expense, to audit and examine such books and records solely for the purpose of confirming the accuracy of the payments and reports provided by Licensee hereunder. Any such audit shall be conducted by Agilent or its representatives at Licensee's offices during normal business hours, and Licensee shall cooperate fully with respect to such audit. In the event that such audit reveals an underpayment of more than five percent (5%), Licensee agrees to bear the cost of such audit.

5. LIMITED WARRANTY

5.1 Limited Warranty. For a period of thirty (30) days after receipt by Licensee of the master copy of the Program, Agilent warrants to Licensee that the master copy of the Program, when properly installed, will not fail to execute its programming instructions due to defects in materials and workmanship. If Agilent receives notice of such defects during the 30-day period, Agilent will, at its option, repair or replace the defective FTP download url or Program media.
5.2 Exceptions. The foregoing warranty will not apply to defects resulting from: (1) improper or inadequate maintenance by Licensee; (2) use or interfacing with software not supplied by Agilent; (3) unauthorized modification, misuse or mishandling by Licensee; (4) operation outside of the environmental specifications for the Program; or, (5) improper site preparation and maintenance.

5.3 Operation. Agilent does not warrant that the operation of the Program will be uninterrupted or error free.

5.4 No Warranty to End-Users. Agilent makes no warranties of any kind to any of Licensee’s customers. Licensee shall not pass on to any party, any warranty or representation on behalf of Agilent.

5.5 Disclaimer. THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF NON-INFRINGEMENT.

6. [INTENTIONALLY LEFT BLANK]

7. TERM AND TERMINATION

7.1 Term. Unless otherwise terminated earlier under this Section 7, this Agreement shall commence as of the Effective Date, and shall continue for a period of one (1) year after such date. This Agreement will renew automatically for additional one (1) year periods unless written notice is given by one party to the other as to its intention not to renew this Agreement at least thirty (30) days prior to the end of the initial or any subsequent term.

7.2 Termination for Breach. Either party may terminate this Agreement by written notice to the other party if the other party materially breaches any provision of this Agreement and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.

7.3 Termination for Convenience. Either party may terminate this Agreement at any time for any reason by providing the other with thirty (30) days advance written notice; provided, however, Licensee pays to Agilent any amounts due and payable prior to such termination date.

7.4 Effect of Termination. Notwithstanding any termination of this Agreement, all licenses granted to end-users prior to the date of termination for use of the Program shall survive. Notwithstanding any termination of this Agreement, the following provisions of this Agreement shall survive: Sections 8, 9 and 10.
8. **LIMITED LIABILITY**

THE REMEDIES PROVIDED HEREIN ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT WILL AGILENT OR ITS SUBCONTRACTORS BE LIABLE TO ANY PARTY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, AND NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF REMEDY. IN NO EVENT SHALL AGILENT BE LIABLE TO ANY PARTY FOR DAMAGES FOR ANY CAUSE WHATSOEVER IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID TO AGILENT BY LICENSEE UNDER THIS AGREEMENT.

9. **CONFIDENTIAL INFORMATION**

9.1 **Confidential Information.** During the term of this Agreement, either party may receive or have access to technical information, including without limitation source code, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information"). In the event such information is disclosed, the parties shall first agree to disclose and receive such information in confidence. If then disclosed, the information shall be labeled [Licensee or Agilent] Confidential and shall be used by only those employees of the receiving party who have a need to know such information for purposes related to this Agreement. Notwithstanding any provision to the contrary, all source code, business information with respect to any unannounced Agilent or Licensee products, and any information previously disclosed under a nondisclosure agreement between the parties hereto, are deemed Confidential Information for the purposes of this Section 9.

9.2 **Nondisclosure.** The receiving party shall protect any such Confidential Information of the disclosing party from unauthorized disclosure to third parties with the same degree of care as the receiving party uses for its own similar information for a period of five (5) years from the date of disclosure. The foregoing restriction shall not apply to any information which is (i) already known by the receiving party prior to disclosure, (ii) independently developed by the receiving party prior to or independent of the disclosure, (iii) publicly available, (iv) rightfully received from a third party without a duty of confidentiality, or (v) disclosed by the receiving party with the disclosing party's prior written approval.

10. **OTHER PROVISIONS**

10.1 **Publicity.** Each party agrees not to publicize or disclose the terms of this Agreement to any third party without the prior written consent of the other except as required by law. In particular, no press releases shall be made without the mutual written consent of each party.
10.2 **Relationship Managers.** Each party designates the person set forth in Exhibit G as the primary contact of each party with respect to this Agreement, which person may be redesignated by a party by notice to the other.

10.3 **Independent Contractors.** The relationship of Licensee and Agilent under this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

10.4 **Notice.** Unless otherwise stated, all notices required under this Agreement shall be in writing and shall be considered given upon personal delivery of the written notice or within forty eight (48) hours after deposit in the U.S. Mail, certified or registered, and appropriately addressed to the Account Manager as set forth in Exhibit G hereto.

10.5 **Governing Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without reference to conflict of laws principles.

10.6 **Export Control.** Licensee agrees to comply with all applicable United States laws and regulations which may govern the export of Program abroad, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the Department of Commerce.

10.7 **Severability.** The terms of this Agreement shall be applicable severally to each Program, if more than one, and any dispute affecting either party’s rights or obligations as to one or more Program(s) shall not affect the rights granted hereunder as to any other Program. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the parties’ intent in entering into this Agreement.

10.8 **Headings.** The captions of Sections of this Agreement are for reference only and are not to be construed in any way as terms.

10.9 **No Assignment.** Neither party may assign or transfer any of the rights or responsibilities set forth herein without the express written consent of the other party (which consent shall not be unreasonably withheld or delayed) and any purported attempt to do so shall be deemed void.

10.10 **Modifications.** This Agreement may only be modified by a writing signed by an authorized representative of each of Agilent and Licensee.

10.11 **Waiver.** Neither party’s failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

10.12 **Force Majeure.** Nonperformance of either party (except with respect to payment obligations) will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions or other similar reason where failure to perform is beyond the control and not caused by the negligence of the
non-performing party, provided that the non-performing party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform.

10.13 Exhibits. Each Exhibit referred to in this Agreement is incorporated in full in this Agreement wherever reference to it is made.

10.14 Entire Agreement. This document represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them.

10.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Agreed:

_ProteoWizard_________________________________ AGILENT TECHNOLOGIES, INC.

By: ________________________________
Print Name: ________________
Title: ________________

By: ________________________________
Print Name: ________________
Title: ________________
Agilent's MassHunter Data Access Component Runtime ("Runtime") version 2.1 and any upgrades offered by Agilent in Agilent's sole discretion and received by Licensee.
EXHIBIT B

ROYALTIES

Program: MassHunter Runtime version 2.1 and any upgrades provided to Licensee in Agilent's sole discretion for which Licensee shall pay a $0 USD per copy royalty

Documentation: None

End-user Service Contracts: None
EXHIBIT C

END-USER LICENSE TERMS

AGILENT TECHNOLOGIES, INC. SOFTWARE LICENSE TERMS
FOR THE MASSHUNTER DATA ACCESS COMPONENT RUNTIME VERSION

ATTENTION: USE OF THE SOFTWARE IS SUBJECT TO THE LICENSE TERMS SET FORTH BELOW.

IF YOU DO NOT AGREE TO THESE LICENSE TERMS, THEN (A) DO NOT INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

AGILENT SOFTWARE LICENSE TERMS

Software. “Software” means the Masshunter Data Access Component Runtime computer program in object code format.

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No Disassembly. You may not disassemble, decompile or otherwise modify the Software without written authorization from Agilent, except as permitted by law. Upon request, you will provide Agilent with reasonably detailed information regarding any permitted disassembly, decompilation or modification.

High Risk Activities. The Software is not specifically designed, manufactured or intended for use in the planning, construction, maintenance or direct operation of a nuclear facility, nor for use in on line control or fail safe operation of aircraft navigation, control or communication systems, weapon systems or direct life support systems.
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No Warranty. THIS SOFTWARE IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL AGILENT 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 AGILENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Agilent's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for the Software. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

Export Requirements. If you export, re-export or import Software, technology or technical data licensed hereunder, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Agilent may terminate this license immediately if you are in violation of any applicable laws or regulations.

U.S. Government Restricted Rights. Software and technical data rights granted to the federal government include only those rights customarily provided to end user customers. Agilent provides this customary commercial license in Software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).
EXHIBIT D

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EXHIBIT E

MAINTENANCE AND SUPPORT

Agilent will not provide any maintenance or support as part of this Agreement.

Maintenance and support is not currently available for purchase as of the Effective Date of this Agreement, but may be available sometime after the Effective Date.
EXHIBIT F

TRAINING, IF APPLICABLE

Not Applicable
EXHIBIT G

NOTICE AND ACCOUNT MANAGERS

For Notice to AGILENT

Manager, LC/MS Software Applications R&D, Life Sciences Group
Agilent Technologies, Inc.
Mail Stop 3U-DG
5301 Stevens Creek Blvd
Santa Clara, CA 95051
Joe_roark@agilent.com
Attn: Joe Roark, Ph. D

For Notice to LICENSEE

Name: Parag Medlick
Title: President
Phone: 323-422-2839
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