

**THERMO FISHER SCIENTIFIC (MILWAUKEE) LLC TERMS AND CONDITIONS FOR CUSTOM SERVICES**

The terms and conditions set forth herein ("**Conditions**") govern the sale and performance of services by Thermo Fisher Scientific (Milwaukee) LLC ("**Thermo Fisher MKE**") pursuant to the Thermo Fisher MKE quote that references and incorporates these Conditions.

1. **Definitions. Definitions.** These Conditions include the following defined terms:
  - 1.1. "**Affiliate**" with respect to (i) Customer, means any entity that is Controlled by Customer as of the Customer's Acceptance, for so long as such control exists; (ii) Thermo Fisher MKE, means Life Technologies Corporation and its subsidiaries and other entities under the direct or indirect Control of Life Technologies Corporation, but will not include any entity having Control of Life Technologies Corporation nor the subsidiaries of any such entity, except Thermo Fisher MKE. For the purposes of this definition, "**Control**" means the actual power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether by the ownership of fifty percent (50%) or more of the voting stock of such entity, or by contract or otherwise.
  - 1.2. "**Agreement**" means these Terms and Conditions together with the Quote
  - 1.3. "**Confidential Information**" means any proprietary information relating to the subject matter of this Agreement disclosed by one Party (the "**Discloser**") to the other Party (the "**Recipient**") under this Agreement. Thermo Fisher MKE's Confidential Information includes, without limitation, information, technology, methods, processes, techniques, formulae, compounds, compositions, organisms, equipment, research data, know-how and trade secrets owned by Thermo Fisher MKE or in its possession, including but not limited to Thermo Fisher MKE Technology, business, financial, regulatory or marketing plans, or information related thereto, including information associated with regulatory filings, information disclosed during site visits, and materials, drawings, tooling, molds, dies or samples furnished to or disclosed at any time by Thermo Fisher MKE to Customer relating to or pursuant to this Agreement, whether or not reduced to writing.
  - 1.4. "**Consents**" is defined in Section 2.4.
  - 1.5. "**Customer**" means the entity or institution specified under Customer Details on the Quote.
  - 1.6. "**Customer Acceptance**" is defined in the Quote.
  - 1.7. "**Customer IP**" means the intellectual property set forth in the Quote that is owned, controlled, licensed and/or developed by or for Customer and/or its Affiliates necessary for Thermo Fisher MKE to perform the Services.
  - 1.8. "**Customer Materials**" means the materials provided by Customer to Thermo Fisher MKE for use in the performance of the Services, as specified in the Quote (if applicable).
  - 1.9. "**Deliverables**" means data and/or material specified in the Quote that are produced by Thermo Fisher MKE as a direct result of the Services.
  - 1.10. "**Lead Time**" means the estimated time from Thermo Fisher MKE's acceptance of a PO until delivery of the Deliverables, as specified in the Quote.
  - 1.11. "**Party**" means either the Thermo Fisher MKE or Customer individually; Thermo Fisher MKE and Customer are collectively referred to as "**Parties**".
  - 1.12. "**PO**" means a purchase order.
  - 1.13. "**Quote**" means the quote issued by Thermo Fisher MKE to Customer for Products that references and incorporates these Conditions.
  - 1.14. "**Thermo Fisher MKE Technology**" means products, methods, materials, equipment, and/or other intellectual property owned or controlled by Thermo Fisher MKE or its Affiliates.
  - 1.15. "**Services**" has the meaning set forth in the Quote.
  - 1.16. "**Specific Components**" means any specific components, sources, or brands identified on the Quote that Customer requests Thermo Fisher MKE uses in the performance of the Services.
  - 1.17. "**Territory**" means worldwide.
  - 1.18. "**Third Party**" means any party other than Customer, Thermo Fisher MKE, or an Affiliate of Customer or Thermo Fisher MKE.
2. **Performance of Services and Deliverable Use Limitations.**
  - 2.1. Thermo Fisher MKE will perform the Services using Thermo Fisher MKE Technology and any Customer IP, Customer Materials and Specific Components specified on the Quote in an effort to provide Customer with the Deliverables. Thermo Fisher MKE will make a good faith effort to start and complete all Services in accordance with the timeframes set forth on the Quote, and will notify Customer if substantial delays are likely. Thermo Fisher MKE will comply with all laws and regulations generally applicable to Services, and with any specific regulatory framework agreed in the Quote. Changes to the Services must be agreed by both Parties in writing, and may require changes in the prices and/or timelines.
  - 2.2. Unless otherwise expressly agreed in the Quote, the Deliverables are not produced in accordance with United States Food and Drug Administration good manufacturing practices or good laboratory practices or in accordance with any other similar laws or regulations in other jurisdictions.
  - 2.3. Thermo Fisher MKE may appoint an Affiliate, subcontractor, person, or entity to carry out Thermo Fisher MKE's obligations or portions thereof under this Agreement, provided always that Thermo Fisher MKE will (i) remain responsible to Customer for the performance of Thermo Fisher MKE's obligations herein, and (ii) ensure any such Affiliate, subcontractor or other person/entity is subject to obligations of confidentiality at least as stringent as those set forth in this Agreement.
  - 2.4. Customer is responsible for obtaining all Third Party required consents, intellectual property rights, approvals, and/or licenses necessary for Thermo Fisher MKE to fulfill its obligations hereunder with respect to the performance of Services and provision of Deliverables, including without limitation, for use of the Specific Components in the Services ("**Consents**"). Customer represents and warrants to Thermo Fisher MKE that it will obtain any necessary Consents prior to submitting a PO to Thermo Fisher MKE for any Services requiring such Consents and agrees that submission of a PO will be deemed to be Customer's representation that it has obtained all necessary Consents. If during the performance of any PO, either Party learns that the necessary Consents have not been obtained, without limiting Thermo Fisher MKE's other rights and remedies under this Agreement, Thermo Fisher MKE will be relieved of its obligations under this Agreement and Customer will be obligated to reimburse Thermo Fisher MKE for all costs incurred to date under this Agreement.
  - 2.5. Customer agree to use Deliverables only for Customer's lawful internal research use ("**Internal Research Use**"). Deliverables shall not be transferred to any Third Party or used for any commercial purpose, regardless of whether such transfer or commercial use of Deliverables is for Customer's research purposes, and nor shall such Deliverables be used for any diagnostic, therapeutic or prophylactic purposes. The Internal Research Use limitation, however, shall not preclude Customer's use of (i) Deliverables in Customer's lawful research and development of commercial products or services, provided that such product or service does not require the practice of Thermo Fisher MKE Technology, or (ii) any Data for the regulatory approval and commercialization of such products or services.
  - 2.6. Any inventions (patentable or otherwise), discoveries, improvements, data, know-how, or other results that are conceived, developed, discovered, reduced to practice, or generated by or for Thermo Fisher MKE, or jointly by Thermo Fisher MKE and Customer, in the performance of the Services, will be and will remain Thermo Fisher MKE's sole and exclusive intellectual property, and Customer hereby transfers and assigns all of its right, title and interest in and to any such joint intellectual property to Thermo Fisher MKE and will assist Thermo Fisher MKE, at Thermo Fisher MKE's request and expense, in securing and recording Thermo Fisher MKE's rights in such intellectual property.
- 2.7. Unless expressly agreed in writing, all Services are provided on a non-exclusive basis, and Thermo Fisher MKE reserve all rights for itself and its Affiliates to provide Third Parties with deliverables that are identical or similar to Deliverables, provided that in doing so, Thermo Fisher MKE will not use any Customer Materials, Customer IP or Customer's Confidential Information in the performance of services for any Third Party. Notwithstanding anything else in the Agreement, where Thermo Fisher MKE performs the Services without reliance on Customer Materials, Customer IP or Customer's Confidential Information, Thermo Fisher MKE reserve all rights to commercialize such Services.
3. **Customer Materials and Customer IP**
  - 3.1. In the event Thermo Fisher MKE's performance of the Services include the use of Customer Materials and/or Customer IP, this Section 3 will apply in addition to all other terms and conditions set forth in this Agreement.
  - 3.2. Customer hereby grants, and shall cause its Affiliates to grant, to Thermo Fisher MKE and its Affiliates a non-exclusive, non-transferable, world-wide, royalty-free license under the Customer IP and to use the Customer Materials solely for the purposes of performing the Services for Customer under this Agreement. Thermo Fisher MKE will use Customer Materials, Customer IP, and Data (as defined below) only for the purposes of performing the Services pursuant to this Agreement for Customer
  - 3.3. Prior to providing Thermo Fisher MKE with any Customer Materials, Customer will provide Thermo Fisher MKE with (i) all relevant safety information that Customer is aware of regarding any biological, radiological, and chemical hazards associated with the handling, transport, exposure or other usage of said Customer Materials, and (ii) other characteristics of Customer Materials that Thermo Fisher MKE needs to perform the Services, including without limitation any certification or documentation of Customer Materials Thermo Fisher MKE reasonably requests of Customer.
  - 3.4. Customer Materials provided by Customer for use in the Services will (i) conform to the specifications set forth in the Quote, and (ii) be provided by Customer in compliance with applicable laws and regulations and in sufficient amounts. If Customer Materials do not conform to the agreed specifications, Thermo Fisher MKE may, at its sole discretion, decline to perform the Services.
  - 3.5. The Customer Materials, Customer IP, and all information about Customer Materials and Customer IP, whether provided by Customer or generated by Thermo Fisher MKE in the performance of the Services (such information collectively referred to as "**Data**"), shall be subject to the confidentiality and non-use requirements of Section 8. Upon completion of the Services, Thermo Fisher MKE will maintain records of the Data for a period of no less than 1 year. Thermo Fisher MKE will use Customer Materials, Customer IP, and Data only in accordance with this Agreement, and will not modify nor reverse engineer Customer Materials except as agreed in the Quote. Unless otherwise specified in the Quote or agreed in writing, any Customer Materials not consumed in the Services or required for additional Services will be destroyed by Thermo Fisher MKE after 6 months. Thermo Fisher MKE will not transfer Customer Materials, Customer IP, or Data, in whole or in part, to any Third Party except pursuant to Section 2.3, without Customer's prior written approval.
4. **Payments.**
  - 4.1. Services pricing is set forth in the Quote.
  - 4.2. Thermo Fisher MKE will invoice Customer according to the payment schedule set forth in the Quote. Unless otherwise specified on the Quote, (i) invoiced amounts are payable in US Dollars (\$) in accordance with instructions specified in the Thermo Fisher MKE's invoice and (ii) Customer must make the payments within thirty (30) days following the date of Customer's receipt of the invoice.
  - 4.3. All Service prices are as stated and are exclusive of a) all shipping and handling charges for the Deliverables, unless otherwise stated on the Quote, (b) any applicable sales, value added, or other taxes and duties imposed with respect to the sale and performance of the Services, and will be paid by Customer. Each Party is responsible for all taxes legally imposed upon its business, including but not limited to, taxes imposed upon its income, gross revenue, duties, exports, personnel or property. Customer will pay and Thermo Fisher MKE will be solely responsible for collecting, remitting and the reporting of applicable transaction taxes such as sales, use, value added, manufacture, excise, or similar taxes, unless a valid exemption is provided by Customer. Transaction taxes are in addition to established prices and will be shown as a separate line item on the invoice.
  - 4.4. Unless otherwise set forth on the Quote, shipment will be made FCA (Thermo Fisher MKE's facility) Incoterms 2020; notwithstanding the foregoing, Customer gives its consent for Thermo Fisher MKE to arrange for carrier of the Deliverables on Customer's behalf and waives Customer's right to arrange carriage or to give Thermo Fisher MKE any specific instructions regarding carriage. Thermo Fisher MKE will add all shipping related costs to Customer's invoice. Any shipment of Deliverables may be postponed or terminated, as required by law.
  - 4.5. The payments set forth in this Agreement shall, if overdue, bear interest until paid of three percent (3%) over the prime rate then offered by Citibank N.A. Such interest shall accrue on a daily basis from the due date until the payment of the overdue amount. The payment of such interest shall not foreclose Thermo Fisher MKE from exercising any other rights it may have as a consequence of the lateness of any payment. Where invoices for Services are not timely paid, Thermo Fisher MKE, at its option without prejudice to Thermo Fisher MKE's other lawful remedies, may delay performance, defer delivery of Deliverables, and/or terminate the Agreement.
5. **Confidentiality.**
  - 5.1. **Confidentiality Obligations.** During the Term of this Agreement and for a period of five (5) years thereafter, each Party will (i) maintain the other Party's Confidential Information in confidence, (ii) limit dissemination to those of its employees who require said Confidential Information in order to perform this Agreement and who have agreed in writing to maintain the confidential nature of all information (including that of Third Parties and Affiliates) received by them in the course of their engagement on terms no less stringent than those set forth in this Agreement, (iii) not disclose said Confidential Information to any other person, and (iv) use said Confidential Information only to the extent necessary to perform this Agreement.
  - 5.2. **Exceptions.** The confidentiality and non-use obligations of this Agreement will not apply to Confidential Information disclosed to the Recipient that: (i) can be shown by written evidence to be in the Recipient's possession before receipt of the Confidential Information from the Discloser; (ii) is or becomes publicly available through no fault of the Recipient; (iii) is rightfully received by the Recipient from a Third Party or an Affiliate without breach of a duty of confidentiality to the Discloser; (iv) is independently developed by the Recipient without use of the information disclosed; or (v) is required to be disclosed by government, regulatory authority or court of law, provided that Recipient will promptly notify Discloser in writing prior to making any said disclosure in order to allow Discloser to seek a protective order or other appropriate remedy from the proper authority and in the event that said protective order or other remedy is

- not obtained, Recipient will furnish only that portion of the Confidential Information that Recipient is legally required to disclose.
- 5.3. **Relief.** Because an award of money damages would be inadequate for any breach of Section 5.1 of this Agreement by a Party and any said breach would cause the other Party irreparable harm, each Party also agrees that in the event of a breach or threatened breach of Section 5, the other Party will also be entitled to seek equitable relief, including injunctive relief and specific performance. Said remedies will not be the exclusive remedies for any said breach, but will be in addition to all remedies available at law or in equity
- 5.4. **Document Return.** Upon termination or expiration of this Agreement, or earlier upon receipt of written request from the Discloser, Recipient agrees to return or destroy all Confidential Information, including materials, received from the Discloser; provided, however, that (i) Recipient may retain in its confidential files one (1) copy of written Confidential Information for record purposes only, and (ii) nothing herein will require Recipient to delete or purge any records in backup or archival systems kept in the normal course of business.
- 5.5. **Publicity.** Except as required by law or deemed necessary under applicable federal or state securities laws or regulations, neither Party will use the name of the other Party, nor the name of any member of the other Party's staff, in connection with any publicity without the prior written approval of the other Party.
6. **Warranty.**
- 6.1. **Limited Warranty.** Thermo Fisher MKE's sole warranty for the performance of Services is that the Services will be performed using due care in accordance with (a) the Agreement and (b) laws, regulations and generally prevailing industry standards applicable to such Services. Thermo Fisher MKE does not represent or warrant that the results of the Services will be acceptable to any regulatory agency to which they are presented or that they will advance Customer's interests. If Customer believes that Thermo Fisher MKE, in breach of said limited warranty, have made a material error in the Services that renders the results of such Services invalid, Customer must notify Thermo Fisher MKE of such error in writing within 1 month of Customer's receipt of the final Deliverable for such Services.
- 6.2. **Remedies.** For valid warranty claims made, Thermo Fisher MKE will either (i) repeat the particular Services at Thermo Fisher MKE's own expense or (ii) refund to Customer the amounts actually paid for the particular Services giving rise to the breach of warranty.
- 6.3. **Limitations.** THERMO FISHER MKE'S WARRANTIES SET FORTH IN THIS AGREEMENT EXTEND ONLY TO CUSTOMER, THE ORIGINAL PURCHASER, AND DO NOT RUN TO THE BENEFIT OF ANY OF THIRD PARTY AND CUSTOMER CANNOT TRANSFER THEM. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 6, THERMO FISHER MKE AND ITS AFFILIATES MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE DELIVERABLES OR USE THEREOF WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT. ADDITIONALLY, THE ONLY REMEDY AND THERMO FISHER MKE'S ONLY LIABILITY FOR THERMO'S BREACH OF THE THERMO PRODUCT WARRANTY AS SET FORTH IN SECTION 6.1 ARE SET FORTH IN 6.2.
7. **Indemnification.**
- 7.1. Customer will indemnify, defend and hold harmless Thermo Fisher MKE, its Affiliates, and their respective directors, officers, employees and agents (the "Thermo Fisher MKE Indemnified Parties") from all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) that any of Thermo Fisher MKE Indemnified Parties may suffer as a result of any claims, demands, actions or other proceedings ("Claims") made or instituted by any Third Party and arising out of or relating to (i) Customer Materials, Customer IP, Specific Components, or use thereof in the performance of the Services, (ii) Customer's failure to obtain any necessary Consents; (iii) use of Data and/or Deliverables, and/or (vii) Customer's recklessness or willful misconduct, to the extent such Claims are not arising out of Thermo Fisher MKE's recklessness or willful misconduct. Customer's obligations under this Section 7.1 will survive the expiration or termination of this Agreement for any reason.
- 7.2. Thermo Fisher MKE will provide Customer with prompt written notice of any Claims for which indemnification is sought under this Agreement. Customer will, at its own expense, provide attorneys reasonably acceptable to Thermo Fisher MKE to defend against any such claim. Thermo Fisher MKE will cooperate fully with the Customer in such defense and will permit Customer to conduct and control such defense and the disposition of such Claims (including all decisions relative to litigation, appeal, and settlement); provided, however, that any of Thermo Fisher MKE Indemnified Parties may retain its own counsel, at the expense of Customer, if representation of such Thermo Fisher MKE Indemnified Party by the counsel retained by Customer would be inappropriate because of actual differences in the interests of such indemnitee and any other party represented by such counsel. Customer will keep Thermo Fisher MKE informed of the progress in the defense and disposition of such claim and will consult with the Thermo Fisher MKE with regard to any proposed settlement. Customer may not settle any such claim with an admission of liability of Thermo Fisher MKE without Thermo Fisher MKE's prior written approval, which will not be unreasonably withheld, conditioned, or delayed.
8. **Limitation of Liability.**
- 8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THERMO FISHER MKE AND ITS AFFILIATES WILL NOT BE LIABLE UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THERMO FISHER MKE HAD NOTICE OF THE POSSIBILITY OF SAID DAMAGES.
- 8.2. IN ADDITION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THERMO FISHER MKE'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE AGGREGATE AMOUNT PAID TO THERMO FISHER MKE BY CUSTOMER UNDER THE RELEVANT PO FOR THE SERVICE GIVING RISE TO THE CLAIM.
9. **Termination.**  
Thermo Fisher MKE may terminate the Agreement if (a) Customer breaches any material provision of the Agreement and fails to remedy the breach to Thermo Fisher MKE's satisfaction within 15 days of Thermo Fisher MKE's written notice to Customer; (b) Thermo Fisher MKE is unable to obtain the Specific Components for reasons beyond Thermo Fisher MKE's reasonable control; (c) Thermo Fisher MKE determines that biosecurity, biosafety, and/or feasibility reasons prevent or are likely to prevent the performance of the Services, or (d) Customer is are, or is deemed by law to be, unable to pay its debts or perform its obligations under the Agreement. Customer will have the right to terminate any Quote upon 30 days' prior written notice to Thermo Fisher MKE. Termination of Services in progress will result in a partial charge commensurate with the percentage of Services completed at the time of cancellation, in addition to any other termination or cancellation charges specified in the Quote.
10. **Miscellaneous.**
- 10.1. **Assignment.** Neither Party may assign or otherwise transfer this Agreement nor any right or obligation hereunder without the prior written consent of the other Party, except that Thermo Fisher MKE may assign or otherwise transfer this Agreement or any right or obligation hereunder without the written consent of Customer (i) to any of its Affiliates, (ii) to any Third Party with which it may merge or consolidate, or (iii) to any Third Party to which it transfers all or substantially all of the assets, goodwill, and business to which this Agreement relates.
- 10.2. **Governing Law.** This Agreement is governed by the laws of California, without regard to its conflicts of laws rules; provided however, that those matters pertaining to the validity or enforceability of patent rights shall be interpreted and enforced in accordance with the laws of the territory in which such patent rights exist. The Parties agree that any application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded and shall NOT apply to this Agreement.
- 10.3. **Notices.** All communications concerning this Agreement shall be given in writing and shall be considered to have been duly delivered when received. The addresses to be used for such notices shall be the addresses set forth in the Quote, unless and until changed by either Party by providing proper notice to the other Party.
- 10.4. **Export Control.** Customer will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Deliverables (including, but not limited to, samples, materials, equipment, information, and technical data) to any destination, entity, or person prohibited by United States, European Union or local laws or regulations.
- 10.5. **Compliance with Laws.** Notwithstanding any other provision of this Agreement, neither Customer nor Thermo Fisher MKE shall be required to take or refrain from taking any action impermissible or penalized under the laws of the U.S. or any applicable foreign jurisdiction, including without limitation the anti-boycott laws administered by the U.S. Commerce and Treasury Departments.
- 10.6. **Dispute Resolution.** In the event any Party claims breach of this Agreement, the Parties will consult with each other in good faith on the most effective means to cure the breach and to achieve any necessary restitution of its consequences. This consultation will be undertaken within a period of ten (10) days following the receipt of a written request to consult, and the consultation period will not exceed thirty (30) days. During the consultation period, neither litigation nor arbitration may be pursued until attempts at consultative dispute resolution have been exhausted.
- 10.7. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the Parties concerning the subject matter hereof, and supersedes all prior agreements, negotiations, representations, and discussions, written or oral, express or implied, between the Parties in relation thereto. In the event of a conflict between the Quote and these Terms and Conditions, the Quote shall prevail.
- 10.8. **Relationship of the Parties.** The relationship of the Parties is that of independent contractors, and nothing herein will be construed as establishing one Party or any of its employees as the agent, legal representative, joint venturer, partner, employee, or servant of the other. Except as set forth herein, neither Party will have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- 10.9. **No Amendment.** This Agreement will not be amended except by an instrument in writing executed by both Parties.
- 10.10. **No Waiver.** The Parties hereto mutually covenant and agree that no waiver by either Party of any breach of the terms of this Agreement will be deemed a waiver of any subsequent breach thereof. Any purported waiver of any breach of the terms of this Agreement must be in writing.
- 10.11. **Headings.** Headings used herein are for descriptive purposes only and will not control or alter the meaning of this Agreement as set forth in the text.
- 10.12. **Severability.** Should one or more of the provisions contained in this Agreement be held invalid, illegal or unenforceable by a court or tribunal with jurisdiction to do so, then the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affect the Parties' substantive rights. In said instance, the Parties will use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.
- 10.13. **Force Majeure.** Each Party will be relieved of its obligations under this Agreement to the extent that fulfillment of said obligations will be prevented by acts of war, labor difficulties, riots, fire, flood, hurricane, windstorm, acts or defaults of common carrier, governmental laws, acts or regulations (including the inability to obtain any necessary permits), shortages of materials or any other occurrences, whether or not similar to the foregoing, beyond the reasonable control of the affected party; provided, however, that said relief will only continue for so long as the force majeure condition exists. In the event the force majeure condition exists for a term of six (6) months, either Party may terminate this Agreement at any time thereafter by notice to the other, and the Parties will have no liability, one to the other, under this Agreement, except as stated above in Section 10 for the payment to Thermo of monies due and payable.
- 10.14. **Transmission.** The execution and delivery of this Agreement by either Party hereto by facsimile transmission or e-mail delivery of a ".pdf" or similarly formatted data file will constitute valid execution and delivery of this Agreement.