

Terms and Conditions for Software Application Subscription Plans

On the Thermo Fisher Cloud

(Effective 11/08/2015)

To use select software applications on the Thermo Fisher Cloud, we offer several subscription options. You can select different subscription plans, including different numbers of user licenses, and billing cycles. You can view your options on the product description page for each cloud-based software application.

These are the terms and conditions under which we provide our cloud-based application plans (“Plans”) to you. By selecting one of our Plans, these terms, together with any quotation, Life Technologies Terms and Conditions of Sale available at <http://www.thermofisher.com/us/en/home/global/terms-and-conditions.html> and the service level description of any Plan you select, create the agreement between you and Life Technologies Corporation to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life Technologies Corporation. These terms cannot be varied or changed unless in writing signed by both parties.

Thermo Fisher Cloud Terms of Use Apply. These terms incorporate the Thermo Fisher Cloud Software Terms of Use that you accepted when you chose to utilize our Thermo Fisher Cloud Software, as well as any Terms of Use of specific applications to which you have agreed. You may refer to the Thermo Fisher Cloud Software Terms of Use here: <https://apps.thermofisher.com/apps/dashboard/#/eula>.

Free Trials

Purchase and Activation:

- A free trial of a Plan (“Free Trial”), if applicable, is offered free of charge (by selecting the \$0 Free Trial plan) for the length of the Free Trial described on the product page.
- After you place your Free Trial order, we will notify you when you can activate your subscription. Activation occurs when you have assigned the Free Trial to an end user. Your Free Trial begins on activation. You will not be charged at time of activation.
- Free Trials may only be purchased once per user.

End of Free Trial

- At the end of the Free Trial, you will automatically lose access to the Plan and to the data created under the Plan. If you wish to continue use of the Plan or access data created under the Plan, you must purchase a paid subscription.

Evergreen (Auto-Renewing) Paid Subscriptions

Plan Activation:

The Plan begins once your order has been processed and you activate your Plan subscription.

- After you place your Plan order, we will notify you when you can activate your subscription. Activation occurs for your entire subscription when you have assigned the subscription to at least one end user. Your subscription begins on activation.
- We will charge you the fee specified at the time of purchase every billing cycle until you cancel.
- The price is valid for the length of the billing cycle. Prices for subsequent billing cycles are subject to change with advance notice

Payments; no refunds; renewal:

- Payments for a Plan are made on an annual or monthly basis. The start date will be the day you subscribe, and the end date will be one calendar month or one calendar year later. You may cancel or upgrade your Plan at any time. However, payments are not refundable. Please refer to the next section to see how you will be charged for an upgraded Plan. Plans will renew automatically on a monthly or annual basis unless you call and inform us otherwise or decline to continue the Plan on the Thermo Fisher Cloud Dashboard (Click on the top left menu, and select Manage App Licenses) before the start date of a new subscription period.

Cancellation:

- You can cancel a Plan at any time by visiting the Subscription Management page from the Thermo Fisher Cloud Dashboard.
- Canceling your Plan subscription takes effect at the start of your next billing cycle, but you will continue to have access to the Plan through the end of your current billing cycle.

Termed Paid Subscriptions

Plan Activation:

- After you place your Plan order, we will notify you when you can activate your subscription. Activation occurs for your entire subscription when you have assigned the subscription to at least one end user. Your subscription begins on activation.
- We will charge you the one-time fee specified at the time of purchase.

Payments/ no refunds; no renewal:

- The price is valid for the full term of the five-year contract. After that, the Plan will terminate. You are free to continue the Plan by purchasing a new Plan subscription upon termination of the expired Plan.
- Once the fee has been charged for your five-year contract, the charge is final and non-refundable.
- You may not cancel or upgrade your Plan subscription.

Upgrading

You may select a Plan with a greater number of user licenses at any time. Here is how you will be charged if you choose a Plan with a greater number of user licenses than your active Plan: The payment you already have made that is attributable to the period between the start of the Plan you are changing and that Plan's original end date will be applied to the cost of the upgraded Plan. In other words, you will be charged only for the prorated incremental cost for the upgraded Plan according to this formula (your incremental cost = cost of upgraded Plan – credit of "unused" portion of previous Plan).

Calculation of the credit from your previous Plan will be based on calendar days, rounded up to the nearest day. Your new Plan subscription term will start on the day you upgrade the Plan.

Termination of Paid Subscription

We may at any time terminate your Plan subscription if:

- a) you fail to make the timely payment of fees for the Plan, if any;
- b) we elect to discontinue the Plan, in whole or in part. You will be refunded the unused portion of your Plan.