

**100 Years of Microbiology - Copyright License
Agreement**

This Copyright License Agreement (this “Agreement”) is made effective as of today between Thermo Fisher Scientific Microbiology Division of Wade Rd, Basingstoke RG24 8PW and its subsidiaries, and **You**.

This Agreement shall be governed by the laws of England. This Agreement will commence today (21.10.24) and continue indefinitely or until either party provides written notice of termination to the other party with thirty (30) days of notice.

In this Agreement, the party granting the right to use the licensed property, You, will be referred to as the “Owner” and the party who is receiving the right to use the licensed property, Thermo Fisher Scientific Microbiology Division, and its affiliates, will be referred to as the “User.”

RECITALS

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted work(s) submitted to User as part of the ‘100 years of microbiology agar art celebration’. The copyrighted work(s) will collectively be referred to as “Work.”
2. Owner owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress or other governmental bodies throughout the world.
3. Owner desires to and has agreed to grant a license authorizing the use of the Work by User in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

- I. **GRANT OF LICENSE.** In accordance with this Agreement, Owner grants User a non-exclusive, royalty-free, worldwide license to use the Work. Owner retains title and ownership of the Work. User will own all rights to materials, products, or other works created by User in connection with this license.
- II. **WARRANTIES.** Owner represents and warrants that it has the right to license the use of

the Work and that the Work does not infringe on the rights of others.

III. INDEMNIFICATION. Owner shall indemnify and hold harmless User for any losses, claims, damages, awards, penalties, or injuries incurred by User or any third party, including reasonable attorney's fees, which arise from any alleged breach of Owner's representations and warranties made under this Agreement. Owner shall provide, at the Owner's expense, assistance in investigating and defending such claims as User may reasonably request or which are required to defend User. This indemnity will survive the termination of this Agreement.

IV. AMENDMENT. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

V. TERMINATION. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party. Termination of this Agreement shall not extinguish Owner's obligations under this Agreement.

VI. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

VII. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the use of the Work by User.

By submitting your artwork to the specified email address (100.years@thermofisher.com). You agree to make this Agreement effective as of the Effective Date written above.