

ONCOMINE™ PLATFORM

TERMS OF USE

Effective August 26, 2013

1. ACCEPTANCE

A. These terms of use (“Terms of Use”) are between Life Technologies Corporation (“LTC”) and you, (as defined below) and govern access to and use of the Oncomine™ Platform, a web-based hosted service, including any Oncomine™ infrastructure or tools, or beta versions of any of the foregoing (the “Service”). To the extent of any conflict between the Terms of Use and LTC’s Privacy Policy (available at www.lifetechnologies.com/privacy-policy.html) these Terms of Use shall control with respect to the Service. By using or accessing the Service, you signify your agreement to these Terms of Use and the Privacy Policy. If you do not agree to any of these, you must not use the Service.

B. PLEASE READ THESE TERMS OF USE CAREFULLY. IT IS IMPORTANT TO UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (COLLECTIVELY, “YOU”) AND LTC. CLICKING ON THE “I AGREE” BUTTON INDICATES THAT YOU ACCEPT AND INTEND TO BE BOUND BY THESE TERMS AND CONDITIONS AND CONSENT TO ENTER INTO THIS AGREEMENT IN ELECTRONIC FORM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS SERVICE.

C. NOTICE: DO NOT INCLUDE PERSONALLY IDENTIFIABLE INFORMATION IN ANY DATA WHICH IS PROVIDED BY YOU IN CONNECTION WITH YOUR USE OF THE SERVICE. This Service is not designed to receive and handle Personally Identifiable Information which is defined as any information that relates to an identified or identifiable individual and can be used to distinguish or trace an individual’s identity without investing significant efforts, time, cost and/or other resources, including, but not limited to, education, financial transactions, medical history, and criminal or employment history, their name, social security number, date and place of birth, mother’s maiden name, biometric records, home address, home phone number, personal email address, financial information, fingerprint, photograph, information stored in social media networks and medical information. You agree to de-identify in accordance with state-of-the-art requirements all data concerning individuals (“Data Subject(s)”) that you submit or have submitted to this Service. If the data you provide in connection with your use of the Service includes Personally Identifiable Information, you consent to the transfer of such information to countries that may have a lower standard of protection of Personally Identifiable Information than the standard of the country in which you are located. You accept that you will remain the controller of all data you process in connection with this Service and that LTC will only process that data on your behalf in accordance with the Purpose as defined below. Prior to submitting Data Subject’s data, you agree to collect and document the valid, informed and free consent from each Data Subject to process his/her data in connection with this Service and in accordance with these Terms of Use, where such consent

may be required and in the form as required. You will ensure that, where necessary, such consent permits you to grant other users of this Service access to such data or merge various sets of data obtained from other data controllers as you deem appropriate, in each case in accordance with the Purpose. Further, you accept that LTC will not assume any responsibility in complying with applicable data protection laws and you waive any and all rights that you might have against LTC, should such laws not be complied with for any reason.

D. As used in these Terms of Use, the term “Associated Materials” means the Service and any associated or supporting content or data, pre-configured computer hardware, user manuals or other documentation related to the Service, including without limitation associated sample files or programs, media, printed materials, patches, upgrades, utilities, tools, and/or “online” or electronic documentation.

E. LTC reserves the right to change or modify any of the terms and conditions contained in these Terms of Use from time to time at any time. If LTC decides to change these Terms of Use, LTC will post a new version of these Terms of Use on its web sites and update the effective date set forth above. Any changes or modifications to these Terms of Use will be effective upon posting of the revisions. Your continued use of the Service following posting of any changes or modifications constitutes your acceptance of such changes or modifications and if you do not agree with these changes or modifications, you must immediately cease using the Service.

F. The terms and conditions of these Terms of Use shall prevail notwithstanding any different, conflicting, or additional terms or conditions which may appear in any purchase order or other document submitted by you. You agree that such additional or inconsistent terms are deemed rejected by LTC.

G. If you are obtaining a license to access and use the Oncomine Research Edition, you represent that you are either: (i) employed full-time by an academic institution (“Institution”); (ii) employed part-time by an Institution as the director of a library or an Institution; or (iii) a full-time student attending an Institution. You may not designate or permit any other individual to use your access to the Services or the Associated Materials. Your failure to meet or maintain the criteria above will be grounds for LTC to immediately terminate these Terms of Use.

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J. If you are obtaining a license to access and use a beta version of the Services, you may not designate or permit any other individual to use your access to the beta Services or the Associated Materials. Your failure to meet or maintain the criteria above will be grounds for LTC to immediately terminate these Terms of Use.

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D. Beta License. Subject to the terms and restrictions set forth in these Terms of Use, LTC grants you a nonexclusive, limited time, non-transferable, license for you to use the Service and Associated Materials solely for the purpose of evaluating and testing the Service and providing feedback to LTC with respect to the Service, subject to the terms and restrictions set forth in this Agreement. The Service testing period is the test period agreed upon by you and LTC in writing, or if you and LTC do not agree upon a test period, the earlier of six months from the date of your first use of the Services or the date of termination of these Terms of Use. You recognize and acknowledge that the Services furnished to you are experimental and are provided to you only for the purposes set forth in these Terms of Use. You further acknowledge that, as an experimental, beta product, the Services may have defects or deficiencies that cannot or may not be corrected by LTC. During the beta program testing period, you agree to provide periodic and timely feedback to LTC regarding your use of the Services, including error or bug reports.

3. RESTRICTIONS

A. The Service may only be used for Research Use Only (RUO) purposes (the “Purpose”). NOT INTENDED FOR ANY ANIMAL OR HUMAN THERAPEUTIC OR DIAGNOSTIC USE.

B. The Service has not received any governmental approval, clearance, or similar designation (“Approvals”), does not necessarily satisfy the requirements of any governmental body or other organization, and has not been validated for clinical or diagnostic use, for safety and effectiveness, or for any other specific use or application. You are solely responsible for compliance with any and all applicable laws, and regulations, and governmental policies that pertain to your use of the Service including, but not limited to, obtaining any necessary Approvals and conforming with any regional, territorial or other regulatory requirements, including but not limited to any submissions to or approvals required by applicable regulatory authorities, that pertain to your procedures and uses of the Service.

C. To gain access to and use the Service, each individual user of the Service must have a unique user ID and associated password (“Login Credentials”) which then must be used to log into the Service and cannot be shared among individuals. Login Credentials for use by a group of individuals or as a generic login are not permitted. The Service may be accessed only by the number of employees and/or contractors with Login Credentials specified in the applicable quotation or other written statement of work (“SOW”).

D. The Service and the Associated Materials shall be used only for trial purposes or for your own internal academic or business purposes. You shall not use or allow the use of the Services or Associated Materials: (i) for rental or in the operation of a service bureau, including without limitation, providing third party hosting, or third party application integration or application provider services; (ii) by persons not employed by or under employment-type contracts (e.g. contractors, etc.) with you; or (iii) as essential equipment in the operation of any nuclear facility, aircraft navigation or communication systems or air traffic control machines, or any other use in which failure of the Services could lead to death, personal injury or severe physical or environmental damage. TIBCO Software, Inc. with offices at 3303 Hillview Avenue, Palo Alto, California 94304, is an intended third party beneficiary of these Terms of Use.

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LTC offers terms of varying lengths and the term during which you may use the Service will depend on the length of term that you have purchased. You may terminate these Terms of Use by discontinuing use of the Service. LTC may terminate this Agreement if you fail to comply with all of its terms, in which case you agree to discontinue using the Service.

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You acknowledge that the Service, including its structure, sequence, and organization, is and remains confidential and proprietary information of LTC. Except as prohibited by law, you agree not to directly or indirectly modify or attempt to reverse engineer, decompile, or disassemble the Service or any component thereof to any human readable or perceivable form.

7. CONFIDENTIALITY

You acknowledge that the Service and Associated Materials constitute confidential information of LTC. You shall not disclose such information to any third party except to its employees or affiliates that are bound by the obligations set forth in these Terms of Use. You shall not use LTC Confidential Information for any purpose except to perform your obligations under these Terms of Use. You agree to protect this confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the use, dissemination, or publication of the confidential information as you use to protect your own confidential information of a like nature. Nevertheless, no obligation is imposed upon you with respect to such confidential information which (a) was in your possession before receipt of the Service, (b) is or becomes a matter of public knowledge through no fault of yours; (c) is rightfully received by you from a third party without a duty of confidentiality; (d) is independently developed by you without reference to, and by persons which have not had access to, the Service or Associated Materials; or (e) is disclosed by you with LTC's prior written approval. You also may disclose such confidential information to the extent required to comply with governmental regulations and other applicable laws or to respond to subpoena or other compulsory legal process, provided in all cases that you take reasonable and lawful actions to avoid or minimize the extent of such disclosure and notify LTC in writing as far in advance of the date of disclosure as is reasonably feasible so that LTC may take steps to seek to prevent or limit disclosure.

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B. TO THE FULLEST EXTEND ALLOWED BY LAW, IN NO EVENT SHALL LTC OR ITS LICENSOR BE LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE (INCLUDING WITHOUT LIMITATION ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OR REGULATION OF SIMILAR IMPORT) OR ON ANY OTHER BASIS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY YOU OR ANY OTHER PERSON OR ENTITY, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT LTC OR ITS LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICE OR ASSOCIATED MATERIALS, LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF LTC AND ITS SUPPLIERS UNDER THESE TERMS OF USE, OR ARISING OUT OF THE USE OF THE SERVICE, SHALL NOT EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE SERVICE.

10. INDEMNITY

A. If a third party makes a claim against LTC for infringement of its intellectual property rights based on your use of the Service in connection with your data or information, then you will indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that LTC may have to pay as a result of the claim.

B. If you provide the results of your use of the Service to third parties, then you (i) will be responsible, as between you and LTC, for such third parties' use of those results in compliance with these Terms of Use and (ii) will defend, indemnify and hold LTC harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that LTC may have to pay as a result of or arising from such third parties' use of such results.

11. US GOVERNMENT END USERS

The Service and Associated Materials are "Commercial Items," as defined in 48 C.F.R. 2.101, consisting of Commercial Computer Software" and Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable. Consistent with the foregoing provisions of the C.F.R., access to the Service and Associated Materials are provided to U.S. Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users under these Terms of Use. All other rights, whether in copyright, patent, or trade secret, are reserved and no other rights are granted.

12. EUROPEAN COMMUNITY END USERS

If the Service is used within a country of the European Community, nothing in these Terms of Use shall be construed as restricting any rights available under the European Community Software Directive, O.J. Eur. Comm. (No. L. 122) 42 (1991).

13. EXPORT RESTRICTIONS

You agree to adhere to all applicable export control laws and regulations and will not export or re-export the Service or Associated Materials, in whole or in part, directly or indirectly, to any country to which such export or re-export is restricted by any laws or regulations of the U.S. or the country in which you obtained the Service or Associated Materials, or unless properly authorized by the U.S. Government or other applicable regulatory authority as provided by law or regulation.

14. AUDIT

At LTC's request, you will allow LTC or its licensors or designated representatives to audit your applicable systems, servers, books and records solely to the extent necessary to verify your compliance with these Terms of Use. You will reasonably cooperate with LTC or its licensors or designated representatives in connection with such audit.

15. ASSIGNMENT

You may not sublicense, assign or transfer your rights in the Service or Associated Materials, in whole or in part. Any attempted assignment or sublicense shall be void.

16. MISCELLANEOUS

The site hosting the Service is located in the United States. These Terms of Use shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Venue shall be exclusive with the state and federal courts located in San Diego County, California. If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and LTC's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English. C'est la volonté expresse des parties que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. This document contains the entire agreement between you and LTC with respect to the subject matter hereof and supersedes all prior agreements between you and LTC concerning this subject matter.