

PART I: NOTICE TO SUPPLIERS. These general terms and conditions (“Terms and Conditions”) are part of a purchase order issued by Millennium to its supplier (“Seller” or “you”) and may be printed on the purchase order form or provided separately or electronically. Regardless of the format, these Terms and Conditions together with the terms on the face of the purchase order collectively constitute an agreement (the “Purchase Agreement”) between Millennium and Seller. Additional or different terms and conditions applicable to a particular order may be specified on the face of the purchase order or in an exhibit thereto, and in the event of a conflict shall take precedence over these Terms and Conditions. These Terms and Conditions apply to all purchase orders you receive from Millennium until superseded by a revised edition of these Terms and Conditions. If you object to any terms contained in a revised edition of these Terms and Conditions, you may notify Millennium in writing, and the prior edition of these Terms and Conditions will continue to apply until the expiration of the purchase order(s) then in effect. Failure to object within 30 days of receipt of a new edition of these Terms and Conditions constitutes your acceptance of such new Terms and Conditions for purposes of the Purchase Agreement effective from the date of the new Terms and Conditions.

If Seller and Millennium have executed a master purchase or supply agreement that governs the purchase and sale of products in issue, the terms and conditions of the master agreement shall take precedence over these Terms and Conditions and supersede any additional terms contained in any document generated by Seller.

Millennium’s order, and Seller’s acceptance of the order, is expressly limited to and conditioned upon acceptance of these Terms and Conditions. Any terms and conditions contained in a proposal, quotation or invoice of seller shall not constitute part of the contract of sale resulting from Seller’s acceptance of Millennium’s order unless such terms and conditions are specifically incorporated or noted as applicable in the Millennium purchase order. Any purported acceptance containing additional or different terms shall be deemed to be an acceptance of the terms and conditions contained in this document, notwithstanding such additional or different terms and regardless of any statement to the contrary in Seller’s forms, unless an authorized officer of Millennium specifically agrees in writing (or through overt reference on the purchase order) to such terms and conditions on Seller’s forms.

PART II: ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Purchase Agreement; Offer and Acceptance. This Purchase Agreement is only an offer to enter into a contract for the specified Products. Millennium may revoke, amend or modify this offer at any time prior to Seller's acceptance. “Products” means, without limitation, any goods, materials (including software, documentation, and data), services and other related items provided by or through Seller (together, the “Products”) pursuant to this Purchase Agreement. “Millennium” means the Millennium company specified on the purchase order.

2. Prices and Payment. All prices will be as stated in this Purchase Agreement and are firm and not subject to escalation. Seller represents and warrants that the prices set forth in this Purchase Agreement are at least as low as those currently being quoted by Seller to commercial users for the same Products, in like quantities, under similar circumstances. Unless Millennium has otherwise agreed in writing, payment terms are net 30 days from the later of the date Millennium receives Seller's invoice or the date on which Millennium accepts the Products. No payments will be made by Millennium without an invoice containing supporting detail and a reference to the applicable Purchase Agreement number. Seller will pay all taxes in connection with the sale or delivery of the Products to Millennium; except applicable sales taxes that Seller states as a separate line item on each quotation and invoice. All payments will be in U.S. dollars, and considered made when payment checks are mailed by Millennium. Upon receipt of payment from Millennium, Seller will promptly pay each subcontractor in full, and Seller will require each subcontractor to similarly make prompt payments to each of its subcontractors.

3. Delivery. Millennium reserves the right to reject incomplete deliveries or services. Seller's failure to effect conforming delivery or failure to perform services in accordance with the terms of this Purchase Agreement entitles Millennium to revoke any acceptance, to cancel this order without liability to Seller, to receive a full refund of any amounts paid, to purchase substitute Products elsewhere, to return at Seller's risk and expense all or any part of a nonconforming delivery, and to hold Seller accountable for any loss or additional costs incurred.

Millennium’s receipt or acceptance of all or part of a nonconforming delivery does not constitute a waiver of any remedy Millennium has under this Purchase Agreement or under applicable law. Seller will mark and package each shipment in suitable containers in accordance with sound commercial practices. Wood packaging materials used in connection with imports will conform to the IPPC Guidelines as required by the USDA regulations. Seller will include two itemized packing lists with each shipment, and bills of lading with any invoice for deliveries. Seller will pay all costs of packaging, transportation and insurance in delivering the Products to Millennium’s premises.

4. Title and Risk of Loss. Title to all Products (other than licensed products) will vest in Millennium upon the delivery point specified on the face of the purchase order. Risk of loss for Products that conform to this Purchase Agreement will pass to Millennium upon Millennium’s receipt and acceptance at Millennium’s premises.

5. Intellectual Property: Seller grants to Millennium a license for all intellectual property rights that are necessary or useful for Millennium and its Affiliates to use the Products.

6. Affiliate Purchases. Seller agrees that any Affiliate of Millennium may purchase Products on the terms and conditions of this Purchase Agreement by providing Seller with written notice. "Affiliate" means any corporation, company, partnership, joint venture and/or firm (domestic or foreign) which controls, is controlled by, or is under control with Millennium.

7. Announcements, Press Releases. Seller will not issue any announcements or press releases mentioning Millennium and will not disclose to others the fact that Millennium has purchased or plans to purchase the Products from Seller, or the terms of such purchase, without Millennium’s prior written consent, except as is necessary to fulfill Seller’s obligations hereunder, or as required by law.

8. Confidentiality. During the course of fulfilling Seller’s obligations hereunder, Seller may be given or observe certain trade secrets, technical know-how and other confidential information of Millennium or its Affiliates (“Confidential Information”). Seller agrees: (i) to hold all Confidential Information in confidence; (ii) not to disclose

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Confidential Information to others; and (iii) not to use Confidential Information for any purpose other than to fulfill Seller's obligations under this Purchase Agreement. Seller agrees to limit dissemination of and access to Confidential Information to those individuals in the Seller's organization who have a need to know Confidential Information for the above-described purpose. In connection with this Purchase Agreement Millennium may provide Seller, or Seller may develop on Millennium's behalf, certain biological, chemical or other materials (the "Materials"). Such materials include any constituents, progeny, mutants, derivatives or replications of or from the Materials. Materials and all associated intellectual property rights will remain the exclusive property of Millennium. Seller will return Materials to Millennium upon termination of this Purchase Agreement or Millennium's request. Seller agrees: (i) to reasonably safeguard Materials from theft and destruction, (ii) not to transfer such Materials to others, and (iii) to use Materials solely in furtherance of Seller's obligations under this Purchase Agreement. Confidential Information and Materials are collectively referred to as "Millennium Property."

9. Proprietary Rights. Seller assigns and agrees to assign to Millennium all rights to information, documentation and other products of the services performed for Millennium under this Purchase Agreement and any inventions first conceived or reduced to practice through the use of or reference to Millennium Property. All "Works Made for Hire" as defined in the U.S. Copyright Act and other copyrightable works will be deemed, upon creation, to be assigned to Millennium. Seller agrees to promptly report in writing such inventions to Millennium and upon request, to assist Millennium or its designated Affiliate in obtaining any patents, registering any copyrights or acquiring any other intellectual property protections. Seller hereby assigns to Millennium or its designated Affiliate all patents, copyrights and other intellectual property rights to all such work.

10. Access and Use. Seller recognizes that Millennium's facilities are private and Seller will abide by Millennium's security requirements and conditions for facilities access and usage and agrees that only those subjects, areas and programs designated by Millennium as necessary to fulfill Millennium requirements will be accessed and/or perused by Seller or Seller's employees, subcontractors or agents. In no event will any Confidential Information, programs or other information be copied or removed without Millennium's express written approval. Seller will enter into written agreements with each of its employees, subcontractors and agents performing work for Millennium containing the applicable restrictions and sufficient to vest the ownership rights to Millennium as set forth in this Purchase Agreement.

11. Warranties. In addition to any other express or implied warranties, Seller warrants that all Products delivered hereunder will be suitable for the uses intended, will conform to all samples, drawings, descriptions and specifications furnished, will be free of liens and encumbrances, in the case of services will be consistent with the highest applicable professional standards, and that Seller has the legal right to grant any licenses provided hereunder without violating any intellectual property rights of any third parties. Unless otherwise specified, all materials furnished by the Seller will be new, of the grade and quality specified (or if not specified, of the most suitable grade of their respective kinds for the application), and free from all defects in design, material and workmanship. At its expense and option, Seller will replace or repair any Products not conforming to the foregoing warranties. If after notice Seller fails promptly to replace or repair any such Products, Seller will promptly refund to Millennium the full purchase price paid by Millennium for all such Products. Neither acceptance of nor payment for work will relieve Seller of responsibility for faulty materials, equipment, or workmanship, whether furnished by Seller or its subcontractors. Seller will remedy, as soon as possible, defects in materials or workmanship appearing within one (1) year from the date of final payment, or within such longer period of time as provided by manufacturer's warranty or applicable state statute, and

will pay for resulting damage to other work. Millennium will give prompt notice of observed defects.

12. Infringements. Seller will defend any suit or proceeding brought against Millennium based on a claim that Products purchased hereunder, or any part thereof, infringe any patent, copyright, or other proprietary right of any third party, provided Seller is notified promptly in writing and given authority, information, and assistance by Millennium to defend such suit or proceeding. Seller will pay all costs of defending such suits or proceedings, any damages awarded against Millennium and any amounts agreed upon by Seller to settle such claims. If the use of Products, or any part thereof, is enjoined due to infringement, or precluded by settlement, Seller will, at its own expense, and at its option, either procure for Millennium the right to continue using such Products, replace the same with noninfringing Products that conform to the specifications, or modify such Products in a manner acceptable to Millennium so it becomes noninfringing.

13. Changes. Millennium may, at any time and from time to time, by written notice to Seller, make changes in specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. If any such change causes a material increase or decrease in Seller's cost or the time for performance, an equitable adjustment will be made to the price or delivery schedule, or both.

14. Compliance with Laws. Seller will comply with all the applicable governmental laws, ordinances, codes, rules, regulations and orders in the performance of this Purchase Agreement. Seller agrees to comply with the requirements of the "Standards for the Protection of Personal Information of Residents of the Commonwealth" set forth in 201 CMR 17.00 if Seller receives, stores or maintains any "personal information" (as defined in 201 CMR 17.00) in connection with Seller's performance under this Purchase Agreement. Seller certifies that it has reported and will continue to report, in accordance with the Toxic Substances Control Act and the Inventory Reporting and Premanufacture Notice (PMN) regulations of the U.S. EPA, all reportable chemical substances that Seller manufactures and supplies to Millennium. Seller further certifies that it has taken appropriate steps to ensure that chemical substances that Seller does not manufacture, but which are components of Products sold to Millennium, have been reported as required by the Inventory Reporting and PMN regulations. Seller further certifies that for any chemical substance supplied to Millennium, Seller has informed Millennium of any TSCA restriction governing the use of said chemical substance including, but not limited to, proposed or final significant new use rule (SNUR) restrictions. Seller must submit a material safety data sheet (MSDS) prior to shipping hazardous material (e.g. chemical, solvents) or with shipment to the Millennium Environmental Health & Safety Manager.

15. EEO Compliance. Seller agrees to fully comply with all applicable provisions and implementing regulations of the following (as amended and supplemented): E.O. 11246 and 41 C.F.R. Part 60-1.4, relating to equal employment opportunity; Section 503 of the Rehabilitation Act of 1973, as amended, and 41 C.F.R. Part 60-741.5, relating to equal opportunity for workers with disabilities; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, and 41 C.F.R. Part 60-250.5, relating to the employment of veterans; E.O. 1114 relating to age discrimination; and E.O. 13201 and 29 D.F.R. part 470, relating to employee rights concerning payment of union dues. Noncompliance with this provision is cause for termination or suspension of the contract or any subcontract with respect to which there is noncompliance.

16. Absence of Debarment/Exclusion. Seller represents and warrants that neither it, nor any of its employees providing services under this Purchase Agreement (i) have been debarred (nor to the best of the Seller's knowledge are under consideration to be debarred) by the Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug

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Enforcement Act of 1992; (ii) have been excluded, debarred, suspended or are otherwise ineligible to participate in Federal healthcare programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or in Federal procurement or non-procurement programs under 48 CFR 52.209-6; or (iii) have been convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been debarred, suspended, proposed for debarment or otherwise determined to be ineligible to participate in Federal healthcare programs.

17. Supplier Diversity. Millennium embraces supplier diversity and the Federal government's requirements for subcontracting plans and associated reports. If we make a purchase from you that exceeds the Federal Government's Simplified Acquisition Threshold (currently \$100,000), you will need to comply with Federal Acquisition Regulation Clause 52.219-8. If we make a purchase from you that exceeds \$500,000, you will need to comply with Federal Acquisition Regulation Clause 52.219-9, Small Business Subcontracting Plan.

18. C-TPAT Compliance. The Customs-Trade Partnership Against Terrorism Program (C-TPAT) is a joint government-business initiative to build cooperative relationships that strengthen overall supply chain and border security. Millennium is working with U.S. Customs and Border Protection to participate in the C-TPAT, and is required to establish that its Sellers make every reasonable effort to comply with certain requirements and to implement good security practices. Seller agrees to cooperate with Millennium and provide reasonable assistance in complying with C-TPAT.

19. Cancellation. Millennium may, by written notice to Seller, cancel the whole or any portion of this Purchase Agreement in the event of (i) the appointment of any trustee or receiver for any substantial portion of Seller's assets, (ii) any assignment for the benefit of Seller's creditors, (iii) Seller's breach of any provision contained herein, or (iv) Millennium determining, in good faith, that any of its material or equipment used hereunder is in danger of destruction or damage, or that Millennium's title thereto is in jeopardy. In the event of any such cancellation, Millennium may procure, upon such terms and in such manner as Millennium may deem appropriate, products comparable to the cancelled Products, and Seller will be liable to Millennium for any excess cost of such comparable products. Further, Millennium may require Seller to deliver, in the manner and to the extent directed by Millennium, any completed or partially completed Products, against Millennium's payment of the portion of the price properly allocable to such Products. Notwithstanding the foregoing, Seller will not be liable to Millennium for excess costs or other damages if Seller's default is due to a cause beyond its reasonable control and without its negligence. In the event of cancellation pursuant to this section, all deposits or prepayments shall be deemed to have been held in trust for Millennium's benefit and will be returned to Millennium promptly upon request. All of Seller's obligations set forth in this Purchase Agreement will survive the cancellation, termination or completion of this Purchase Agreement. Millennium may cancel services purchased under this Purchase Agreement at any time on thirty (30) days prior written notice without cause or liability, except for obligations or liabilities due for services rendered prior to the effective date of termination.

20. Release of Liens and Claims. Seller will furnish Millennium a complete "Release of Liens and Claims" at intervals requested by Millennium and before final payment is due. If any lien is filed or remains unsatisfied after final payment, Seller will indemnify Millennium for all costs incurred in discharging such lien.

21. Separate Contracts. Millennium reserves the right to enter into other agreements in connection with the work. Seller will afford other contractors reasonable cooperation in the execution of their work.

22. Conflict of Interest. Seller will not, directly or indirectly, provide any bribe, kick-back or other consideration (including wages, salary,

payments of cash or equivalent, or gifts, entertainment, goods or services of significant value for less than full market value) to any employee of Millennium or their designee.

23. Independent Service Provider. Nothing herein creates a joint venture, employer-employee, agency or partnership relationship between the parties. Neither party may enter into any contracts or commitments in the name of, or on behalf of, the other party, or bind the other party in any respect.

24. Governing Law and Assignment. This Purchase Agreement is governed by, and to be construed in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties agree that the U.N. Convention on the International Sale of Goods shall not apply to this Purchase Agreement. Seller may not delegate or subcontract any duties or assign any rights or claims under this Purchase Agreement without Millennium's prior written consent. Seller must include the relevant terms of this Purchase Agreement in contracts with permitted subcontractors. English is the governing language of this Agreement.

25. Severability; Remedies; Waiver. If any one or more provisions contained in this Purchase Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remaining provisions will nonetheless remain valid and enforceable. The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Millennium's failure to enforce, or waiver of a breach of, any provision of this Purchase Agreement does not constitute a waiver of any other breach or of such provision.

26. Entire Agreement. This Purchase Agreement is the complete and exclusive statement of the contract between Millennium and Seller with respect to Millennium's purchase of the Products. No waiver, consent, modification, amendment or change of the terms of this Purchase Agreement will be binding unless in writing and signed by Millennium and Seller. In case of a conflict between the terms on the face of this Purchase Agreement and the general terms and conditions, the terms on the face of this Purchase Agreement will control.

PART III: THE FOLLOWING ADDITIONAL TERMS APPLY IF SELLER IS DOING ANY WORK ON OR AT MILLENNIUM FACILITIES.

1. Indemnification. Seller will defend, indemnify and hold Millennium harmless from any liability, loss or expense arising out of the work performed by Seller or Seller's agents or subcontractors, including any claims that arise due to (1) injury to or death of any person, (2) loss of or damage to property, (3) damage to the environment, or (4) defectiveness of any material provided by Millennium. This indemnity applies even in the event of concurrent negligence by Millennium, but does not apply where the sole cause of the liability, loss or expense is the willful misconduct or negligence of Millennium. The liability, loss or expense covered by this indemnity includes settlements, judgments, court costs, attorneys' fees and other litigation expenses incurred by Millennium.

2. Insurance. Seller, at its expense, will carry and maintain in force at all times relevant hereto insurance with a reputable carrier of the type and minimum coverage limits as follows:

- (a) Workers' Compensation - Statutory; and Employer's Liability - \$500,000 per accident;
- (b) Commercial General Liability (Occurrence Form), including Contractual Liability and Products and Completed Operations in a combined single limit for bodily injury and Property Damage - \$1 million per occurrence and \$2 million in the aggregate;
- (c) Umbrella insurance policy covering the Commercial General Liability policy in an amount not less than \$5 million;

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- (d) Comprehensive Automobile Liability, in a combined single limit for Bodily Injury and Property Damage - \$1 million per occurrence;
- (e) If Seller is a service provider, Professional Liability of \$1 million per occurrence, \$3 million in the aggregate;
- (f) All Risk Property Insurance with limits adequate to cover any property belonging to Millennium in the Seller's care, custody and control; and
- (g) Other insurance appropriate for Seller's business or required by law.

Seller will file with Millennium's designee certificates of insurance evidencing the coverage required above, and providing that the insurer will give Millennium 30 days advance notice of changes in or cancellation of coverage. If Seller will not use motor vehicles on Millennium property other than parking areas, a letter so stating is acceptable in lieu of the automobile insurance certificate. Seller will require that any permitted subcontractors carry appropriate coverage, including, at a minimum, the same coverage with the limits set out above. Seller will be responsible for damage to its tools, construction equipment and other property not to be incorporated into the work. The minimum insurance levels do not limit Seller's liability for damages. Millennium's failure to require certificates of insurance prior to commencing work is not a waiver of these provisions.

3. Permits. Seller will give required notices, and secure and pay for temporary permits, licenses and easements required for its work. Unless agreed otherwise, Millennium will secure and pay for permits, licenses and easements required for permanent installations; Seller will furnish such assistance as Millennium may require.

4. Safety and Health. Seller will: (a) comply with all federal, state, and local regulations and requirements; (b) designate one person to be responsible for carrying out Seller's obligations under this section; (c) promptly report to Millennium cases of death, occupational disease and OSHA-recordable injury caused by work on the job; (d) maintain an educational program that includes appropriate safety training; and (e) arrange for first-aid treatment of job-incurred injuries in accordance with requirements of its Workers' Compensation insurer. Seller will immediately take any safety precautions reasonably required by Millennium; Millennium may stop all or any part of the work hereunder until satisfactory corrective action has been taken by Seller. Seller may not make any claim for extension of time or for additional costs or damages based on such work stoppage.

5. Searches; Drug Policy. Seller acknowledges and will advise its employees and the employees of its subcontractors and agents that (1) it is the policy of Millennium to prohibit use, possession, sale, and distribution of drugs or other controlled substances on its premises, and to prohibit the presence of anyone with such substances in the body for nonmedical reasons; (2) entry onto Millennium property constitutes consent to an inspection of an individual's person, vehicle and personal effects when entering, while on or upon leaving Millennium property; and (3) anyone who violation the policy or who refuses to permit inspection may be removed or barred from Millennium property at the discretion of Millennium.

6. Site and Local Conditions; Inspections. Seller may examine the site in order to acquaint itself with local conditions. Seller accepts conditions at the site as of the date of its proposal and no allowances will be made after award of this Purchase Agreement to Seller for any error or omission by Seller in this regard. Millennium may inspect any work done, any facilities of Seller where work is or will be performed, and audit the relevant records of Seller. Such inspection does not relieve Seller from any of its responsibilities, including coordinating the activities of its subcontractors and suppliers. If Seller's work depends, for proper execution or results, upon work of others done after the date of Seller's proposal, Seller will notify Millennium in writing, before beginning work, of any condition which may affect

completion or cost of the work. Absence of such notification constitutes acceptance of the conditions at the site.

7. Material and Equipment. Seller is responsible for receiving, unloading, moving, storing and protecting the materials and equipment delivered to the job site and will perform these functions with Seller's personnel.

8. Hazards. As there may be hazards involved in providing the services hereunder, Seller will perform all services in a careful, workmanlike manner and, in the event that the services to be provided hereunder involve processing, handling, transporting or disposing hazardous materials or products, will take all precautions necessary to avoid an unhealthy or unsafe work environment, injuries to persons and damage to property or the environment.

9. Supervision. Seller will assign a competent supervisor, satisfactory to Millennium, who will be at the site during the progress of all work (except as agreed to by Millennium), and will be Seller's authorized representative for all purposes under this Purchase Agreement. Seller will promptly replace a supervisor unsatisfactory to Millennium.

PART IV: THE FOLLOWING ADDITIONAL TERMS APPLY TO ANY SOFTWARE PROVIDED BY SELLER

1. Software License. Seller hereby grants to Millennium, and Millennium hereby accepts, on the following terms and conditions, a non-exclusive, non-transferable (except with the assignment of all rights to the software), fully paid-up (following payment as specified in the purchase order), irrevocable, world-wide, perpetual (unless otherwise specified in the purchase order) license to use the software for the number of users or copies specified in the Purchase Agreement (the "License"). Seller and Millennium expressly agree that any software shrink-wrap or click-through software licensing agreements shall not apply to any software purchased under the Purchase Agreement unless an authorized representative Millennium specifically agrees in writing to such shrink-wrap or click-through software licensing agreement, as those individuals receiving and installing software have no authority to enter into binding agreements on Millennium's behalf.

2. Use of Software and Documentation. Millennium may, as part of the License, make the number of copies of the software and documentation supported by the License. Millennium may also make back-up copies of each licensed version of the software and documentation. Millennium, its employees, agents, contractors, consultants and collaborators shall have the right to use the software within the scope of the License for Millennium's business purposes.

3. Software Representations and Warranties. Seller represents and warrants as follows:

(a) The software and any upgrades, updates and revisions will operate in substantial conformance with its specifications and accompanying documentation;

(b) If maintenance services are selected by Millennium, such maintenance shall include updates and upgrades to the software at no additional cost. As part of the maintenance service, Seller will provide maintenance for a minimum of: the current version plus one prior version, or two years following acceptance of a version by Millennium, whichever is greater; and

(c) Unless authorized in writing by Millennium or necessary to perform valid functions of the software and fully described in the accompanying documentation, software provided by Seller shall not: (i) replicate, transmit or activate itself, or alter, damage or erase any data or computer programs, in each case, without the control of a person operating computing equipment upon which it resides; (ii) contain any undocumented key, lock, time-bomb or other disabling device or code that may (or in fact does) restrict

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or interfere with the use of any programs or data based upon events (e.g. passage of time) or other limiting criteria; or (iii) contain any code that is subject to a GNU or other "open source" license.

EXCEPT AS SET FORTH ABOVE OR EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

4. Millennium Data. Millennium owns all rights to any data or results generated from the use of the software or Product, and may use, execute, display, copy, manipulate and create derivatives of any data or results so generated.