

END USER LICENSE AGREEMENT

Umetrics® Studio

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Sartorius welcomes you to the Sartorius Umetrics® Studio (“**Studio**”) community. We believe that Studio will help unlock world-class research and technology development. Studio is an ecosystem comprised of the Studio platform (the “**Platform**”), which serves as the gateway to all that Studio has to offer, as well as components that operate atop the Platform and are released and updated from time to time (“**Components**”). At this time, the Components are limited to the Insight Applications and Scibox®; however, additional Components may be incorporated into Studio in the future. Studio will enable distribution of various Sartorius applications that run on the Platform and its Components (“**Insight Applications**”). **Scibox®** is a Component that contains powerful analytical tools for your data. Studio will initially be available in a limited beta release while we finalize and roll out new features and capabilities.

As we roll out new features, we will update this End User License Agreement (“**EULA**”). This EULA describes your rights and obligations as a Sartorius customer company or entity that has purchased, in an executed order form or similar sales document (“**Order Form**”), (a) one or more license entitlements for rights to download and install; or (b) a subscription for rights to access, and in either case of (a) or (b) to interact with, and otherwise use and exploit the functionality that Sartorius makes available in the Studio Platform and Components for which you purchase a license or subscription. YOUR USE OF UMETRICS® STUDIO, INCLUDING THE PLATFORM AND ANY COMPONENTS, SHALL CONSTITUTE EVIDENCE OF YOUR UNDERSTANDING OF AND AGREEMENT WITH THE TERMS OF THIS EULA AND YOUR CONFIRMATION THAT YOU HOLD A VALID LICENSE OR SUBSCRIPTION FOR SUCH USE. IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT HOLD A VALID LICENSE OR SUBSCRIPTION, THEN YOU MUST IMMEDIATELY CEASE ALL USE OF STUDIO OR THE UNLICENSED OR UNSUBSCRIBED COMPONENTS (AS APPLICABLE), DELETE ALL ELECTRONIC COPIES OF THE SOFTWARE THAT RUNS THE SAME (AS APPLICABLE), AND RETURN ALL TANGIBLE MATERIALS RELATING TO THE UNLICENSED OR UNSUBSCRIBED PLATFORM OR COMPONENTS TO SARTORIUS OR AN AUTHORIZED SARTORIUS RESELLER SOURCE (AS APPLICABLE). The parties to this EULA are you, as licensee or subscriber, and Sartorius Stedim Data Analytics AB and its designated Umetrics® Studio ecosystem licensing Affiliates (“**Sartorius**”, “**we**” or “**us**”). “**Affiliate**” in this EULA shall mean any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with a party, whether at the time of this Agreement or in the future, for as long as such control exists. For purposes of this definition, “control” means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity. An Affiliate shall not be deemed to be a third party hereunder. In the event control no longer exists between an Affiliate and a party, neither the party nor its former Affiliate shall be relieved of their obligations and liability under this Agreement that arose while such control still existed. “**You**” in this EULA means you and/or your employees, agents, or representatives, as the context may require. By clicking on any accept button or by using Studio or the Platform, you represent that you have sufficient authority to legally bind the entity provided with the license or subscription rights hereunder.

This EULA includes this cover section and all exhibits hereto, including: [Exhibit A](#) (Umetrics® Studio Platform General Terms & Conditions), [Exhibit B](#) (Scibox® Terms & Conditions), [Exhibit C](#) (Third Party Component Terms), and each [Exhibit D](#) (Terms & Conditions for individual Insight Applications). Each Exhibit is hereby incorporated into and made a part of this EULA. You shall be solely and exclusively responsible to Sartorius for all use of the Software under any registered end user accounts and for the

compliance of all end users with this EULA. You agree to inform all end users of, and bind them in writing to, their obligations, rights, and liabilities under this EULA.

EXHIBIT A

Umetrics® Studio Platform General Terms & Conditions.

This Exhibit A sets forth the general terms and conditions that govern your use of the Platform and the Components, including Scibox® and Insight Applications, as well as any other Components as they become available. The term “**Software**” shall refer to software code which embodies the Platform or any Component of Umetrics® Studio, including any patches, bug fixes, upgrades, enhancements and new versions thereof that are made available by Sartorius. Depending on the licensed or subscribed Component and available deployment models at the time of licensing or subscription, your instance of Studio may be provided as Software to deploy on your private cloud infrastructure, on Sartorius’s hosted cloud infrastructure, or some combination thereof. Your private cloud may either be (i) an on premises private cloud, meaning you own and manage the private cloud infrastructure, or (ii) a virtual private cloud, meaning you manage the private cloud infrastructure, but do not own it. The term **Platform** will be understood to include the Components and all Software therefor, unless otherwise noted or required by the context.

1. LICENSE; SUBSCRIPTION

a. **License or Subscription.** Subject to all the terms and conditions of the Order Form and this EULA, including the timely payment of all license or subscription and service fees by you, (i) if this EULA is provided in association with Sartorius’s Private Cloud Agreement, Sartorius grants you a limited, non-exclusive, non-transferable license during your purchased license term, to download, install and use one (1) copy of the object code version of the Software, for private cloud deployment, and utilize the features and functionality of the Platform and Components for which your purchase a license; or (ii) if this EULA is provided in association with Sartorius’s Hosted Cloud Agreement, Sartorius provides you with limited, non-exclusive, non-transferable access to the Platform during your purchased subscription term and allows you to utilize the features and functionality of the Platform and Components for which you purchase a subscription. If you purchase a license, Sartorius will make available to you a copy of applicable Software for private cloud deployment. The license or subscription is limited to Components for which you purchase a license or subscription, for the duration of the purchased license or subscription term, and you are limited to use of the Platform and the Components for your internal business purposes. Your use of the Platform and Components must at all times remain consistent with the intended, permitted and purchased features and functionality for which they were designed and that are expressly described in the applicable Documentation. The Platform and Components are only made available for the number of end users indicated on the Order Form. If no specific number of end users are indicated, then the license or subscription permits use within the purchasing legal entity, but not by or on behalf of any of the purchasing legal entity’s Affiliates without a separate license or subscription purchase. “**Documentation**” means user or technical manuals, published specifications, and formal help files published by Sartorius that describe the Platform, Components and/or Software. Upon termination or expiration of the licenses or subscriptions for any reason, you must promptly uninstall and destroy all copies of the Software and Documentation in your possession or control, as applicable.

b. **Operating Environment.** You are solely responsible for providing all hardware, software, connectivity and other technological and environmental equipment and conditions necessary to use the Platform.

c. **Deployment Models; Fees.** All Studio licenses or subscriptions require the purchase of a base Platform license or subscription, respectively, to participate in the Studio ecosystem. Sartorius offers private cloud or hosted cloud deployment, each of which is subject to its own set of required fees and legal terms. As Sartorius continues developing Studio, we reserve the right to modify and increase fees charged for any configuration of Studio in our discretion. Fees charged in the past will not bind any future pricing in any respect, and you expressly waive and disclaim any “course of dealing” or similar arguments regarding future fees.

2. SOFTWARE SUPPORT

a. **Limited Warranty.** The Platform and Components are warranted to function generally in accordance with their Documentation for the duration of their term license or subscription term. You agree to notify us promptly in writing of any material defects. Upon such written notification, Sartorius will at its option use commercially reasonable efforts to correct major material errors, or else terminate the remainder of the term and refund fees paid for the unused remainder for the non-conforming Component(s). The warranty is subject to the following conditions (the “**Warranty Conditions**”): (i) all use of the Platform and/or Components was at all times under normal conditions and in accordance with the Documentation, the Order Form and this EULA; (ii) there was no undue delay notifying Sartorius of errors, defects, or other non-conformities; (iii) the non-conformity is not due to any hardware or software not provided by Sartorius; and (iv) you have provided all cooperation and information necessary to reproduce, investigate and correct the error. This section sets forth the sole and exclusive remedy and Sartorius’s entire responsibility and liability to you and any other party for breach of the foregoing limited warranty.

b. **Private Cloud Deployment.** For private cloud deployments of the Platform and any Components, regardless of whether such private cloud deployment is on premise or virtual, the Limited Warranty is subject to the prompt installation of all updates, patches and upgrades made available by Sartorius. You shall be responsible for your own installation and testing, or Sartorius may offer installation and testing support for additional fees to be agreed with you. Sartorius shall not be responsible for breaches of the Limited Warranty due to failure to timely and successfully install updates, patches and upgrades. You are solely responsible to provide, maintain and secure your private cloud deployment, including all hardware and operating systems.

c. **DISCLAIMER.** THE EXPRESS WARRANTIES SET FORTH IN SECTION 2(A) ARE THE ONLY WARRANTIES MADE TO YOU AND ARE PROVIDED IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY CLAIMS MADE IN ANY ADVERTISING, DOCUMENTATION, PACKAGING OR OTHER COMMUNICATIONS. ALL MAINTENANCE AND/OR SUPPORT SERVICES (IF ANY) ARE AS-IS AND WITH ALL FAULTS. THE DISCLAIMERS OF SECTION 7 ARE HEREBY INCORPORATED INTO THIS SECTION.

3. OWNERSHIP

a. **Ownership.** UMETRICS® STUDIO, INCLUDING THE PLATFORM, COMPONENTS, AND ALL SOFTWARE, ARE NOT SOLD BUT RATHER ARE LICENSED OR MADE AVAILABLE VIA SUBSCRIPTION. Sartorius reserves all rights not expressly granted in this EULA. Umetrics® Studio, the Platform, all Components, the Software, Documentation, confidential information, inventions, trade secrets, and all trademarks, branding, and names used by Sartorius with Studio (collectively, the “**Sartorius Materials**”) are protected by applicable copyright, patent, trademark, trade secret, and other intellectual property laws and international treaties. As between you and Sartorius, Sartorius is the sole and exclusive owner of the Sartorius Materials (excluding Third Party Materials, defined below), and all intellectual property and

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b. **Restrictions.** You shall not directly, or indirectly through third parties, (i) delete, remove, modify, obscure, fail to reproduce or in any way interfere with any proprietary, trade secret, patent or copyright notice or marking in any Sartorius Materials; (ii) reverse engineer, decompile, decrypt, or otherwise attempt to discover the source code of the Platform, Components, or Software; (iii) sell, assign, lease, sublicense, or otherwise transfer or make the Software or its features or functionality available or accessible to any unauthorized or third party or individual; (iv) modify, adapt or create derivative works based on any Sartorius Materials; (v) combine or incorporate the Software with any other code or software product; (vi) copy any features, functions or graphics of the Sartorius Materials; (vii) use the Sartorius Materials to store or transmit any infringing, libelous, or otherwise unlawful or tortious material or to violate any third party privacy rights; (viii) use the Sartorius Materials to store or transmit any viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents or software, or (ix) use the Platform, Components, Software or Documentation in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including any nuclear power generation systems, aircraft navigation, communication, or traffic control systems, safety-critical applications including medical or life support systems, any emergency response services including police, fire, emergency medical or other systems, or any military or aerospace applications, weapons systems, or environments.

c. **Confidentiality.** Information about the Platform and Components, as well as the Software itself and the Documentation, and all proprietary or otherwise nonpublic information about the foregoing, constitute the confidential information of Sartorius. Our confidential information includes without limitation our software, byte code, source code, object code, structure, organization, designs, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, report formats, methodologies, templates, and restriction mechanisms. You shall safeguard and protect our confidential information to the same degree as you would safeguard your own sensitive information, but in all events using at least commercially reasonable efforts. You may only use our confidential information to exercise your rights under this EULA and for no other purpose. You may not disclose our confidential information to any third party without our express consent, and all recipients must be bound by enforceable confidentiality obligations no less restrictive than those hereof. Notwithstanding the foregoing, you may disclose our confidential information solely to the extent required by an order or requirement of a court, administrative agency, or other governmental body (“**Compelled Disclosure**”), provided that, to the extent legally permissible and prior to making such disclosure, you promptly notify us in writing of the Compelled Disclosure and you reasonably assist us in efforts to seek a protective order or other appropriate remedy. Upon termination of this EULA for any reason, if applicable, you shall promptly

uninstall and destroy all copies of the Software, Documentation, and all other confidential information in your possession.

d. **Your Data.** You shall maintain ownership of your data. If you transmit or make available to Sartorius your data, you hereby authorize and license Sartorius to receive, store, use and process your data for all purposes for which you provided it and to analyze your use thereof to create Usage Data (see below). In our discretion, Sartorius may also destroy any copies of your data maintained in our possession for any reason, including without limitation if we believe such data violates any party's rights or creates any risk for Sartorius or our business. If we destroy your data, we shall have no liability or obligation to you. You will indemnify and defend Sartorius, and our Affiliates and all personnel, against all claims or allegations that your data violates any third party rights.

e. **Usage Data.** Certain Platform and Component deployments, functionalities and features may permit Sartorius to gather data observing your usage thereof. This may include using the Platform or Components on a platform-as-a-service (PaaS) or software-as-a-service (SaaS) model, remote maintenance and support services, participating in any future Umetrics® Studio marketplace, interacting with other customers using the Platform, and other activities. When you use these features, you agree that Sartorius may gather data regarding your usage of the Platform and the Components, including without limitation usage patterns and technical information regarding the devices and software used therewith (collectively, "**Usage Data**"), to improve or develop the Platform or any other Sartorius products, to enhance user and customer experiences, and for any other business purposes. Sartorius shall own all Usage Data. Except as otherwise agreed in the terms and conditions of your Order Form, you agree not to provide, transmit or otherwise make available to Sartorius any data and information relating to an identified or identifiable living person under the applicable Data Protection Laws ("**Personal Data**"), where Data Protection Laws means all applicable laws, rules, regulations, decrees, or other enactments, orders, mandates, or resolutions relating to privacy, data security, and/or data protection, and any implementing, derivative or related legislation, rule, and regulation as amended, extended, repealed and replaced, or re-enacted, as well as any applicable industry self-regulatory programs related to the collection, use, disclosure, and security of Personal Data. You shall be solely responsible for, and shall indemnify and defend Sartorius against all claims based on, the transmission of Personal Data by you to Sartorius. Sartorius shall not be responsible for any infringement of proprietary or other rights of third parties or violation of laws with respect to the Personal Data and its communication. If Personal Data has come into its possession from your use of the Platform or Components, you agree that Sartorius may suspend your access and delete all such Personal Data without any liability, notification or any other obligation to you or anyone else. If you become aware of the transmission of Personal Data to Sartorius, you must immediately notify Sartorius by contacting us at Umetrics_support@sartorius.com.

f. **Audit Rights.** You agree and acknowledge that Sartorius may observe and maintain a record of all actions taken by you with respect to Studio, the Platform, and the Components. You shall provide Sartorius or its designee with reasonable access, from time to time, to inspect your private cloud deployment (if applicable), records, audit logs and other information and materials for the purpose of ensuring compliance with this EULA, including all terms applicable to the Platform and each Component, including the applications. In the event that Sartorius has a reasonable belief that any Sartorius IP may be infringed, threatened, misappropriated or otherwise violated, then Sartorius shall have the right to immediately suspend your access to the Platform and Components.

g. **Private Cloud Security.** If applicable, you shall be solely responsible for the security of your private cloud deployment. You shall have and maintain necessary and appropriate technical, functional and

administrative controls to protect the security of the Studio, the Platform and the Components deployed on your private cloud from unauthorized use or disclosure. You shall also be responsible for the security of any and all of your data that is transmitted, received, stored, used or processed in your private cloud deployment of the Studio, the Platform or the Components.

4. TERMINATION

a. **Effectiveness; Term.** Your license or subscription, as applicable, to the Platform and each Component shall become effective on the start date specified in the Order Form therefor, and it shall endure from that date for the period specified therein, unless earlier terminated in accordance with this EULA. If no such date is specified, then your license or subscription begins on the date that you download any Software as part of a valid license or that you access the Software as part of a valid subscription. All terms protective of Sartorius and our business and Sartorius IP – including terms that restrict your use of the Platform and Software and that safeguard Sartorius confidential materials – shall be binding at all times that you possess, control or have access to any Software or any such confidential materials. Sartorius may terminate access to the Platform or any Component not under an active license or subscription upon expiration or termination using any available means and without liability to you.

b. **Breach.** If you materially breach this EULA, then Sartorius may terminate your licenses or subscription, as applicable, and rights under this EULA immediately (for an incurable breach) or after your failure to cure a breach (if susceptible to cure) within ten (10) days of being notified thereof. Sartorius reserves its right to pursue against you any and all other remedies or damages available at law or in equity. Without limitation, any breach of Section 3 (Ownership) will entitle Sartorius to seek temporary and permanent injunctions without the posting of any bond or showing of any damages, in addition to recovery of any and all direct and indirect damages caused by or traceable to such breach to the fullest extent permitted by law.

c. **Discontinuation or Termination of Services.** Sartorius may discontinue or terminate the Platform or any Component at any time, without responsibility, notice, obligation, or liability to you or anyone else, subject to a pro-rated refund of fees paid but unused for any terminated remainder term as your sole and exclusive remedy and Sartorius's entire liability. Without limiting the foregoing, Sartorius may also modify, discontinue or terminate any Component or service upon reasonable belief that the same may become subject to an infringement claim or allegation.

d. **Effects of Termination.** Upon termination or expiration of your license(s) or subscription(s), as applicable, and/or right(s) under this EULA for any reason, you must immediately cease all use of the terminated or expired Platform, Components, and/or Software and, as applicable, delete all copies thereof, and the Documentation therefor, from your possession (including any archive or backup copies). Without limitation, all warranty disclaimers, limitations of liability, and remedy exclusions shall survive expiration or termination of this EULA, together with all other provisions necessary to interpret the respective rights and obligations of the parties hereunder.

5. BETA RELEASES

a. **Beta Components.** This Section applies to the Platform, or any Component, that is provided to you for a beta release evaluation term (the "**Beta Term**" and such components, the "**Beta Components**"), and this Section governs over any conflicting provisions elsewhere in this EULA. Your rights to use the Beta Components shall be limited to internal testing and evaluation purposes, and you shall not use the Beta Components for any other purpose. You may not modify the Beta Components as part of beta testing.

You will provide Sartorius reasonably detailed feedback based on your beta release usage and testing, including identifying potential errors, improvements, modifications, bug fixes and enhancements. Sartorius may terminate the Beta Term at any time and you shall comply with all instructions to cease use of the Beta Components and destroy all copies immediately. As a material condition of your participation in a beta release, you agree that such participation shall be at your own risk and Sartorius shall have zero (\$0.00) liability and no responsibility to you for any damages, liabilities, losses or expenses that you may incur in connection therewith. Beta Components are made available “As-Is” and without warranty of any kind. Sartorius shall have no obligation to provide support, maintenance, upgrades, updates or bug fixes for any Beta Components. Except as modified by this paragraph, all other terms and conditions of this EULA shall apply to the Beta Components and your use thereof, including all provisions of confidentiality and license, subscription and use restrictions.

b. Data During Beta Term. During the Beta Term, you agree that maintaining your own copy of all data and materials submitted to the Platform is your sole and exclusive responsibility. You hereby assume all risk of beta release testing, including corruption or loss of all data within the Beta Components. You agree to maintain duplicate data sets that can be recovered in case of loss during beta testing. You expressly acknowledge that Sartorius may delete your data at any time during the Beta Term for any Beta Component, with or without prior notification or warning. Sartorius shall have no responsibility or liability to you with respect to deletion of your data during or upon conclusion of the Beta Term, which may occur at any time in Sartorius’s sole discretion.

c. Exclusions. For clarity, during the Beta Term or any trial period, Sartorius shall have no warranty, maintenance, support, indemnification or liability responsibilities to you or any party.

6. THIRD-PARTY MATERIALS

a. Third Party Terms. The Platform, Components, Software and Documentation may include software, content, data, or other materials, including related documentation, that are owned by entities other than Sartorius (“**Third Party Materials**”) and that are provided to you on license terms and/or copyright notices that are in addition to and/or different from those contained in this EULA (“**Third Party Terms**”). The Third Party Materials are made available to you solely for your convenience. Notwithstanding anything contrary in this EULA, your use of all Third Party Materials is at your own risk. In addition to the terms of this EULA, you agree to be bound by all applicable Third Party Terms, and it shall be your sole responsibility to inform yourself of applicable Third Party Terms and comply therewith. Sartorius shall have no responsibility to assist you with any compliance with any Third Party Terms. Any breach by you or any end users of any Third Party Terms is also a breach of this EULA, which may subject you to enforcement by Sartorius, enforcement by the third party licensor, termination of rights, the incurring of liability and other consequences. You hereby release Sartorius and all of our Affiliates and personnel from any liability relating to or arising out of Third Party Materials, and you shall indemnify and defend Sartorius against all your breaches of any Third Party Terms or your use of any Third Party Materials.

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a. You agree that you are solely responsible for all data uploaded into, displayed, exchanged or transmitted through Studio, including the completeness and accuracy thereof for all intended purposes. Under no circumstances will Sartorius or any Sartorius Party (defined below) be responsible or liable to you in any way for your data used with Studio, including without limitation any errors or omissions in the data, or any loss or damage incurred as a result of the use of, access to, or denial of access to the data. Furthermore, Sartorius expressly disclaims any responsibility for any third party content that may be made available through Studio.

b. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS EULA OR ITS EXHIBIT(S), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF STUDIO, THE PLATFORM, THE COMPONENTS, THE SOFTWARE AND THE DOCUMENTATION IS AT YOUR OWN RISK, ON AN "AS IS", "AS AVAILABLE", AND WITH ALL FAULTS BASIS, WITHOUT ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SARTORIUS MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ADEQUACY FOR YOUR PURPOSES, TITLE, NON-INFRINGEMENT, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, COMPATIBILITY WITH YOUR ENVIRONMENT, LACK OF HARMFUL OR MALICIOUS CODE, OR LACK OF NEGLIGENCE. SARTORIUS DOES NOT WARRANT THAT ANY ITEMS MADE AVAILABLE TO YOU HEREUNDER WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. SARTORIUS ALSO DOES NOT WARRANT THAT ITEMS MADE AVAILABLE TO YOU HEREUNDER WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. NO ORAL OR WRITTEN STATEMENTS FROM SARTORIUS OR ANY OF OUR PERSONNEL MAY CREATE ANY NEW WARRANTY OR LIMIT THIS DISCLAIMER IN ANY WAY.

8. LIMITATION OF LIABILITY; DISCLAIMER OF DAMAGES

a. **DAMAGES.** IN NO EVENT SHALL SARTORIUS OR ANY OF OUR LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES, RESELLERS OR AUTHORIZED SOURCES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS (COLLECTIVELY, THE "**SARTORIUS PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR REMEDIES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF A SARTORIUS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER THIS EULA, ITS EXHIBITS, OR IN ANY WAY RELATED TO UMETRICS® STUDIO. IN NO EVENT SHALL ANY SARTORIUS PARTY BE LIABLE TO YOU FOR ANY LOST PROFITS (WHETHER DIRECT OR CONSEQUENTIAL), LOSS OF ORDERS, COMMERCIAL DISTURBANCE, LOSS OF DATA OR ANY OTHER DAMAGE TO YOUR BUSINESS OR COMMERCIAL INTERESTS OR RELATIONSHIPS.

b. **LIABILITY.** THE TOTAL CUMULATIVE LIABILITY OF SARTORIUS AND ALL OF ITS AFFILIATES TO YOU AND ANYONE ELSE UNDER THIS EULA AND RELATING TO UMETRICS® STUDIO (INCLUDING THE PLATFORM, COMPONENTS, SOFTWARE AND DOCUMENTATION) SHALL BE CAPPED AT THE FEES ACTUALLY PAID BY YOU TO SARTORIUS DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION. IN NO EVENT WILL SARTORIUS OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY TO ANY OF YOUR END USERS OR CUSTOMERS.

c. **Acknowledgment.** You acknowledge that the limitations and exclusions of liability in this EULA are reasonable and agree that Platform fees have been agreed on the basis of the limitations and exclusions of liability and remedies set out herein.

9. INDEMNIFICATION.

a. **Indemnification by You.** You shall be responsible for your own activities using the Platform, including all activity that occurs under the accounts of your end users or of any party that lawfully or unlawfully receives a copy of the Software or access to the Platform (including Components) from you. Sartorius shall have no responsibility to assist you or any end user to avoid infringing any intellectual property, and any advice or suggestions that may be provided shall be deemed informal, “as is”, without any promises that they will avoid infringement, and without any liability or responsibility to you. You shall and hereby agree to indemnify, defend and hold all the Sartorius Parties harmless from and against any and all claims, allegations, losses, liabilities, damages, demands, penalties and expenses (including reasonable attorney’s fees and court costs) arising from, relating to or in connection with (i) your breach of this EULA and/or any Third Party Terms, including the breach of any license or subscription restrictions, (ii) your use of the Software, the Platform, or any Component, or (iii) your failure to maintain a secure system.

b. **Sartorius Infringement Indemnification.** Sartorius will indemnify and defend you against claims to the extent alleging that your use of the unmodified Platform or Component thereof in a way that is expressly described in the Documentation infringes or violates any valid patent or copyright of a third party (“Claim”). Sartorius shall have no responsibility under this paragraph unless all of the following conditions are met: (i) the Claim does not involve any uses of the Platform that are unique to you, that involve any combination with any hardware or software not provided by Sartorius, or that are not expressly described in the Documentation; (ii) You must notify Sartorius of the existence of the Claim within ten (10) business days of when any of your personnel knew or should have known about the Claim or allegations that would support such Claim; and (iii) Sartorius shall have sole control of, and full cooperation from you, in the defense and all related settlement negotiations. In the event Sartorius believes that an infringement allegation or a Claim may be made against the Platform or any Component thereof, Sartorius shall also have the right in its sole discretion to (1) secure a license for the infringing component, (2) replace the infringing component with a non-infringing component of materially similar functionality, and you shall cooperate fully in such replacement, or else (3) remove the component and refund to you fees paid but unused for the terminated remainder term. Notwithstanding anything contrary, Sartorius’s indemnification responsibilities, including all costs and expenses, shall not exceed the amount of fees actually paid by you for the infringing component during the six (6) months prior to the event giving rise to the Claim. This section states Sartorius’s sole and exclusive liability to you and any other party with respect to all claims of infringement of any intellectual property or proprietary rights.

10. MISCELLANEOUS.

a. **Entire Agreement.** This EULA, its Exhibits, and your fully executed Order Form with Sartorius or an authorized Sartorius reseller together constitute the entire agreement between you and Sartorius

regarding Studio and the Platform, which supersedes all prior agreements, understandings, and other communications. If any portion of this EULA is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

b. **Amendment; Waiver.** Sartorius may, at any time, change or amend the terms of this EULA, whether by sending you an updated copy hereof or by other means. You acknowledge that Sartorius's ability to maintain uniformity in its end user contracts is material to our ability to make Studio and the Platform available to you. Your continued use of any element of Studio following notice of any such changes or amendments shall constitute your express and affirmative assent and agreement with such changes or amendments.

c. **No Waiver.** No delay or failure to require performance of any provision of this EULA shall constitute a permanent waiver of the performance of such provision. Any formal waiver of any provision hereof must be in writing and shall apply solely to the specific instances expressly stated in the writing. A waiver of any term or condition of this EULA shall not be construed as a waiver of any other terms or conditions of this EULA, nor shall any waiver constitute a continuing waiver.

d. **Governing Law; Venue.**

i. This EULA will be governed by and construed in accordance with the laws of the (i) country in which the Sartorius entity that sold the Studio entitlement and Platform licenses or subscriptions is located; (ii) State of New York, if the Sartorius entity that sold the Studio entitlement and Platform licenses or subscriptions is located in the United States and its territories or in Canada; or (iii) Swiss Confederation, if the Sartorius entity that sold the Studio entitlement and Platform licenses or subscription is located in the Federal Republic of Germany, and, in any case, without regard to conflict of laws principles.

ii. Any and all disputes, controversies or claims arising out of or relating to this EULA or its validity shall be brought and maintained,

1. if both parties are located in the European Union (excluding Germany) or the United Kingdom, in the local courts of the registered office of such Sartorius entity;

2. if the Sartorius entity that sold the Studio entitlement and Platform licenses or subscriptions is located in the United States and its territories or in Canada, in the federal or state courts in Suffolk County, New York;

3. if the Sartorius entity that sold the Studio entitlement and Platform licenses or subscriptions is located in China, in accordance with the arbitration rules in effect at the time of applying for arbitration with the China International Economic and Trade Arbitration Commission. The place of arbitration shall be Beijing and the arbitral proceedings are to be held in the binding language of this EULA;

4. if the Sartorius entity that sold the Studio entitlement and Platform licenses or subscriptions is located in Germany; in accordance with the ICC Rules of Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief). The place of arbitration is Zurich, Switzerland. The arbitral proceedings are to be held in the English language, unless otherwise agreed between the parties; or

5. if one of the parties is located outside of the European Union (excluding Germany) or the United Kingdom and Sections 10.d.ii.1, 10.d.ii.2, 10.d.ii.3, and 10.d.ii.4 are not applicable, in accordance with the ICC Rules of Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief). The place of arbitration is the place of the registered office of Sartorius. The arbitral proceedings are to be held in the English language.

The parties hereto consent to the exclusive jurisdiction of such courts and arbitral bodies, as applicable. Furthermore, Sartorius shall be entitled at its discretion to assert its own claims at your place of jurisdiction. After a lawsuit has been filed, you shall be limited, on the basis of your own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset your own claim against the claim lodged in said action before the court.

iii. CISG; UCC. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Commercial Code will apply to or modify this EULA in any respect.

E. **Waiver of Jury Trial.** YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS YOU MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS EULA OR YOUR USE OF THE SOFTWARE.

f. **No Assignment.** You may not assign this EULA or your rights hereunder except with the prior written consent of Sartorius. Providing copies of, access to, or the benefits or functionality of Studio or the Platform to any third party (other than end users) without a valid license or subscription to do so shall constitute a violation of this EULA and may subject you to intellectual property infringement, confidentiality breaches, and other claims.

g. **Severability.** Any part of this EULA held to be invalid or unenforceable shall be revised so as to make it valid and enforceable and consistent with the intent of the parties expressed in that provision. All other provisions of this EULA will remain in full force and effect.

h. **No Agency.** Your relationship with Sartorius is one of independent contractors, and nothing in this EULA shall be construed to create an agency, partnership or any other relationship between you and any Sartorius Party.

i. **Force Majeure.** Sartorius shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond our reasonable control (a “**Force Majeure**”). Our obligations of performance hereunder shall be suspended for the duration of the Force Majeure, and you agree to grant Sartorius an extension of time to perform equal to the period of the delay, with no liability placed on Sartorius.

j. **Injunctive Relief.** You acknowledge that any violation of this EULA will result in irreparable harm to Sartorius and/or the Sartorius Parties, the damages for which are incalculable. You agree that in the event of such a breach, Sartorius shall have every remedy available at law or in equity, including immediate injunctive relief without the need to post a bond or security.

k. **Export Controls.** Sartorius technology may be subject to local and extraterritorial export control laws and regulations. You and Sartorius each agree to comply with all applicable local, national, and international laws and regulations, in particular the applicable export control regulations, embargo

regulations and sanction programs. You agree not to export, re-export or transfer any hardware, software or technology developed with or using information, software or technology offered by Sartorius, in violation of any applicable laws or regulations of the competent authorities. Further, you shall not use any products, information, software, and technology offered by Sartorius in or in connection with nuclear technology or weapons of mass destruction (nuclear, biological or chemical) and carriers thereof nor supply military consignees.

l. **U.S. Government Rights.** The Platform and the Software are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are licensing the Platform under this EULA and you are the U.S. Government or any contractor therefor, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

m. **Notice.** Sartorius may provide you notice with respect to this EULA via (i) in-software notices, (ii) modifications directly to this EULA, (iii) email to an email address provided to Sartorius, or (iv) notice on Sartorius's website.

EXHIBIT B**Studio Scibox® End User License Agreement (“Scibox® EULA”)**

This Scibox® EULA governs your use of Studio Scibox® (“**Scibox®**”), which is a Studio Component developed and distributed by Sartorius. Scibox® contains a powerful set of tools to preprocess, visualize, model, and analyze data. This Scibox® EULA is attached to and made a part of the Umetrics® Studio Platform General Terms & Conditions (“**Platform Terms**”). It provides the terms and conditions under which you may use Scibox®. Capitalized terms not used in this Scibox® EULA will have the definitions provided in the Platform Terms. BY DOWNLOADING, INSTALLING, ACCESSING, OPERATING AND/OR USING SCIBOX®, YOU AGREE TO THIS SCIBOX® EULA. IF YOU DO NOT AGREE TO THIS SCIBOX® EULA, THEN YOU MUST IMMEDIATELY CEASE ALL USE OF SCIBOX® AND DELETE ALL COPIES AND DATA THEREOF (AS APPLICABLE). In case you terminate your use after payment, then Sartorius will refund your fee, *provided that* you have not used Scibox®.

1. **License or Subscription.** Subject to your active Scibox® license entitlement or subscription (as applicable) and these Scibox® Terms & Conditions, Sartorius grants you a limited, nonexclusive license or subscription to use Scibox® in a manner coextensive with the Platform license or subscription (as applicable) provided in the Platform Terms.
2. **Warranty.** The Limited Warranty and the Warranty Conditions detailed in the Platform Terms shall apply to Scibox®, including the sole and exclusive remedies described therein.
3. **Components.** Scibox® is comprised of multiple Components, including **Explore** and **Create**. Future planned Components include **Flow**, **Assure** and **Enhance**. Sartorius may initially offer certain Components as part of the overall Scibox® license or subscription fees, including during any Beta Term or trial period. However, Sartorius reserves the right to terminate the bundling of any or all Components and offer them as part of separately paid licenses or subscriptions. Specific terms for Scibox® Components appear below.
 - a. **Fees.** Any fees for Scibox® shall be payable in accordance with the details of the Order Form. If the Order Form is silent, then all fees shall be payable annually and in advance. Failure to timely pay all fees may result in the suspension or termination of your access to Scibox® without warning, and without any liability or responsibility by Sartorius, even if you lose access to data or work product in your suspended or terminated Scibox® instance.
4. **Disclaimers.** All disclaimers of Section 7 of the Platform Terms shall apply to Scibox®.
5. **Data.** Certain Scibox® functionality accepts data inputs for analysis. You are solely responsible for preparing and converting all data into a format that can be consumed by Scibox®, which may include the purchase of third party interfaces or software to accomplish the same. Any assistance provided by Sartorius beyond what is described in the Documentation or part of any paid maintenance services is in our sole discretion and on our terms. Sartorius has no responsibility to troubleshoot, maintain or provide support beyond that agreed in writing by Sartorius. By uploading any data into Scibox® (including a private cloud deployment), you agree and represent that you have adequate rights to upload the data, and you grant Sartorius a nonexclusive, worldwide license to process and manipulate the data and to observe your uses of the data within Scibox® to improve and develop Sartorius product and service offerings. Sartorius shall have no liability with respect to any data you input into Scibox® or with respect to any outputs created from such data via Scibox®. Your use of any outputs is strictly at your own risk and Sartorius shall have no liability to you or any third party for such use. You agree to indemnify, defend, and hold harmless Sartorius against all claims resulting from or arising out of any inputted data or outputs created therefrom.

6. **Patents.** Sartorius currently owns and/or may own one or more patents that cover certain functionalities of Scibox® (the “**Patents**”). If you purchase licenses to the Platform and Scibox®, the sole right granted to you under the Patents is a nonexclusive, limited, nontransferable, nonassignable license to use the functionality and features of Scibox® solely as expressly described in the Documentation, and solely for your internal business purposes at the licensed sites solely by your employees and no other personnel. All other uses, including uses that commercialize or practice the Patents for the benefit of any third parties, are strictly prohibited without a separate written patent license executed by an executive or authorized representative of Sartorius.

7. **Improvements.** You hereby grant Sartorius a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable and assignable license to make, use, sell, offer to sell, import, export and otherwise exploit any improvements to Scibox® itself or to the inventions covered by the Patents that you invent, devise, and/or reduce to practice, in all fields of use and for all purposes. You agree to promptly disclose all such improvements to Sartorius, and you agree that Sartorius may learn of and study any such improvements to the extent observable in any way from your use of Studio, the Platform, and/or Scibox®. The rights and obligations in this paragraph may only be modified by an amendment executed by both parties that makes specific reference hereto.

8. **Scibox® EXPLORE and CREATE.**

a. Models. The Explore and Create functionalities within Scibox® may permit you to create models or workflows (“**Models**”) based on the data you provide, using proprietary and third party algorithms (“**Algorithms**”). Unless otherwise expressly noted, all Algorithms are confidential to Sartorius and to our licensors, and the Algorithms and all information about them are subject to all confidentiality protections in this EULA. To the fullest extent permitted by law, you are prohibited from reverse-engineering any Algorithms used to produce the Models, and you agree not to directly, or indirectly through third parties, reverse engineer the Algorithms.

b. Reports. After providing data and generating Models, Scibox® may permit you to create downloadable reports (“**Reports**”) based on your instructions. You are prohibited from using the Report functionality to reverse-engineer any Algorithms or code of Scibox®, any Scibox® Component, or Studio generally.

c. Disclaimer; Restrictions. Sartorius disclaims all claims or warranties of accuracy or utility of any of the Models or Reports. The Models and Reports are provided to you on an “as is” and “with all faults” basis. If you are not satisfied with the Models or Reports, your sole and exclusive remedy is to terminate your use thereof and receive a refund of prepaid but unused fees therefor. You may use Models solely as they are made available within Scibox®, and you may not attempt to export any underlying Model code outside of Scibox®.

9. **Your Responsibilities.** The Scibox® license or subscription above (as applicable) is limited to rights to use the Scibox® Components under an active license or subscription and does not grant any rights to require Sartorius to provide any additional hardware, software, know-how, data, data preparation, data migration, interfaces or any other items or assistance to achieve documented Scibox® functionality. Sartorius may offer such items in its discretion and at additional cost. You shall be solely responsible for providing all hardware, software, expertise, data and any other required items to install, operate, use and otherwise exploit the full purchased functionality of Scibox®.

10. **General.** Except as expressly modified or supplemented by this Scibox® EULA, all other Platform Terms shall continue to govern your use of Scibox®.

EXHIBIT C

Third Party Component Terms

This Exhibit C is intentionally left blank. Sartorius reserves all rights to add Third Party Terms to this Exhibit C at any time.

EXHIBIT D-1

Cell Insights by Umetrics® Studio End User License Agreement (“App EULA”)

This App EULA governs your use of the **Cell Insights by Umetrics® Studio Application** (the “**App**”), which is a Studio application developed and distributed by Sartorius. The Cell Insights App is an advanced data analytics application that maximizes knowledge from in-vivo experiments by leveraging advanced in-silico simulations. This App EULA is attached to and made a part of the Umetrics® Studio Platform General Terms & Conditions (“**Platform Terms**”). It provides the terms and conditions under which you may use the App. Capitalized terms not used in this App EULA will have the definitions provided in the Platform Terms. BY DOWNLOADING, INSTALLING, ACCESSING, OPERATING AND/OR USING THE APP, YOU AGREE TO THIS APP EULA. IF YOU DO NOT AGREE TO THIS APP EULA, THEN YOU MUST IMMEDIATELY CEASE ALL USE OF THE APP AND DELETE ALL COPIES AND DATA THEREOF (AS APPLICABLE). In case you terminate your use after payment, then Sartorius will refund your fee, *provided that* you have not used the App.

1. **License or Subscription.** To use the App, you must have a valid license entitlement or subscription, whether by separate purchase or as part of another purchased license or subscription to a Component or Studio product bundle. Subject to your active App license or subscription (as applicable) and the terms of this App EULA, but limited by Section 6 (*Patents*) below, Sartorius grants you a limited, nonexclusive license or subscription to use the App in a manner coextensive with your Platform license or subscription (as applicable) provided in the Platform Terms.
2. **Warranty.** The Limited Warranty and the Warranty Conditions detailed in the Platform Terms shall apply to the App, including the sole and exclusive remedies described therein.
3. **Fees.** Any fees for the App shall be payable in accordance with the details of the Order Form. If the Order Form is silent, then all fees shall be payable annually and in advance. Failure to timely pay all fees may result in the suspension or termination of your access to the App without warning, and without any liability or responsibility by Sartorius, even if you lose access to data or work product in the suspended or terminated App.
4. **Disclaimers.** All disclaimers of Section 7 of the Platform Terms shall apply to the App.
5. **Data.** Certain App functionalities accept data inputs for analysis. You are solely responsible for preparing and converting all data into a format that can be consumed by the App, which may include the purchase of third party interfaces or software to accomplish the same. Any assistance provided by Sartorius beyond what is described in the Documentation or part of any paid maintenance services is in our sole discretion and on our terms. Sartorius has no responsibility to troubleshoot, maintain or provide support beyond that agreed in writing by Sartorius. By uploading any data into the App (including a private cloud deployment), you agree and represent that you have adequate rights to upload the data, and you

grant Sartorius a nonexclusive, worldwide license to process and manipulate the data and to observe your uses of the data within the App to improve and develop Sartorius product and service offerings. Sartorius shall have no liability with respect to any data you input into the App or with respect to any outputs created from such data via the App. Your use of any outputs is strictly at your own risk and Sartorius shall have no liability to you or any third party for such use. You agree to indemnify, defend, and hold harmless Sartorius against all claims resulting from or arising out of any inputted data or outputs created therefrom.

6. **Patents.** Sartorius currently owns and/or may own one or more patents that cover certain functionalities of the App (the “**Patents**”). If you purchase licenses to the Platform and the App, the sole right granted to you under the Patents is a nonexclusive, limited, nontransferable, nonassignable license to use the functionality and features of the App solely as expressly described in the Documentation, and solely for your internal business purposes at the licensed sites solely by your employees and no other personnel. All other uses, including uses that commercialize or practice the Patents for the benefit of any third parties, are strictly prohibited without a separate written patent license executed by an executive or authorized representative of Sartorius.

7. **Improvements.** You hereby grant Sartorius a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable and assignable license to make, use, sell, offer to sell, import, export and otherwise exploit any improvements to the App itself or to the inventions covered by the Patents that you invent, devise, and/or reduce to practice, in all fields of use and for all purposes. You agree to promptly disclose all such improvements to Sartorius, and you agree that Sartorius may learn of and study any such improvements to the extent observable in any way from your use of Studio, the Platform, and/or the App. The rights and obligations in this paragraph may only be modified by an amendment executed by both parties that makes specific reference hereto.

8. **General.** Except as expressly modified or supplemented by this App EULA, all other Platform Terms shall continue to govern your use of the App.