

Umetrics® Digital Twin AI Ecosystem Terms and Conditions

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Sartorius welcomes you to the Sartorius Umetrics® Digital Twin AI Ecosystem (the “**Ecosystem**”). We believe that the Ecosystem will help unlock world-class research and technology development. The Ecosystem is comprised of software components for building and automating digital twins (the “**Components**”). The Components are described in more detail at <https://www.sartorius.com/umetrics>. The Ecosystem and the Components that you have procured are identified in the quotation that has been entered into by and between you and Sartorius (the “**Quotation**”). These Digital Twin AI Ecosystem Terms and Conditions (the “**Terms and Conditions**”) are incorporated by reference into the Quotation and govern the Ecosystem and Components and any services that you may procure from Sartorius, including training, maintenance and support, and professional services as described below.

These Terms and Conditions describe your rights and obligations to Sartorius and our rights and obligations to you. Your use of the Ecosystem shall constitute evidence of your understanding of and agreement with these terms and conditions, 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 the Ecosystem, delete all electronic copies of the software that runs the same (as applicable) in your possession or control, and return all tangible materials relating to the unlicensed or unsubscribed Ecosystem (as applicable).

The parties to these Terms and Conditions are you, as licensee or subscriber, and Sartorius Stedim Data Analytics AB and its designated Affiliates (“**Sartorius**”, “**we**” or “**us**”). “**Affiliate**” in these Terms and Conditions 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 (as hereinafter defined) 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. “**You or you**” in these Terms and Conditions means you and/or your employees, agents, or representatives, and the organization you represent, as the context may require.

Sartorius hereby expressly disclaims any other terms and conditions proposed by you. If there is an active pre-existing agreement in place between you and Sartorius, these Terms and Conditions are intended to supplement the terms of that pre-existing agreement with respect to the Components and any services that you procure from Sartorius.

By clicking on any accept button, accepting a Quotation that incorporates by reference these Terms and Conditions or by using the Ecosystem or any Component, you represent that you have sufficient authority to legally bind the entity provided with the license or subscription rights hereunder.

These Terms and Conditions include this cover section and all exhibits hereto, including: Exhibit A (Umetrics® Ecosystem General Terms & Conditions), Exhibit B (Third Party Component Terms), and Exhibit C (Services Terms). Each Exhibit is hereby incorporated into and made a part of these Terms and Conditions.

EXHIBIT A

Umetrics® Ecosystem General Terms & Conditions.

This Exhibit A sets forth the general terms and conditions that govern your use of the Ecosystem. The term “**Software**” shall refer to software code which embodies the Ecosystem, or any Component, 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 the Ecosystem may be provided as Software to deploy on your infrastructure, on Sartorius’s hosted cloud infrastructure, or some combination thereof.

1. LICENSE; SUBSCRIPTION

a. **License or Subscription.** Subject to all the terms and conditions of the Quotation, including the timely payment of all license or subscription and service fees by you, (i) if Software is provided to you to install and use on your infrastructure, Sartorius grants you a limited, non-exclusive, non-transferable license during your purchased license term (as set forth in the applicable Quotation), to download, install and use one (1) copy of the object code version of the Software, for deployment, and utilize the features and functionality of the Ecosystem for which your purchase a license; or (ii) if access to Software is provided for use on infrastructure hosted by Sartorius, Sartorius provides you with a limited, non-exclusive, non-transferable subscription to access the Software during your purchased subscription term to utilize the features and functionality of the Ecosystem for which you purchase a subscription.

b. **License Scope.** The license or subscription is limited to the Ecosystem and the 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 Ecosystem and Components for your internal business purposes. Your use of the Ecosystem 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 Ecosystem is only made available for the purposes, features, the number of end users, and the deployment model specified in the Documentation and the Quotation. You may only use the Ecosystem as designed and documented. Any use outside the documented functionality, user limits, or deployment scope is prohibited. “**Documentation**” means user or technical manuals, published specifications, and formal help files published by Sartorius that describe the Ecosystem. 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 and your right to access and use the Ecosystem shall cease.

c. **Operating Environment.** You are solely responsible for providing all hardware, software, connectivity and other technological and environmental equipment and conditions necessary to install, operate, use, and otherwise exploit the full purchase functionality of the Ecosystem on your infrastructure. Your license or subscription to the Ecosystem 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 Ecosystem functionality. Sartorius may offer such items in its discretion and at additional cost.

d. **Deployment Models.** All licenses or subscriptions require the purchase of a base Ecosystem license or subscription. As Sartorius continues developing the Ecosystem, we reserve the right to modify and increase fees charged for new configurations of the Ecosystem. 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.

e. **Limited Warranty.** The Ecosystem and the Components that are licensed to you for implementation on your hardware are warranted to function substantially in accordance with their Documentation for 90 days from delivery. The Ecosystem and the Components that are made available to you through a subscription are warranted to function substantially in accordance with their Documentation for the duration of your subscription term. Notwithstanding the foregoing, Sartorius has no obligation whatsoever for errors caused by or related to any third party products, including Third Party Materials. The warranty is subject to the following conditions (the “**Warranty Conditions**”): (i) use of the Ecosystem is at all times under normal conditions and in accordance with the Documentation, the Quotation and these Terms and Conditions; (ii) there is 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. To the maximum extent permitted by law, Sartorius’s entire liability and your exclusive remedy for any breach of the warranties contained in this Agreement or any other liability relating to the Ecosystem and the Components shall be, at Sartorius’s option, to repair, replace, or modify the Ecosystem and the Components. In the event Sartorius considers, in its sole discretion, that none of the above alternatives is possible at a reasonable cost to Sartorius, then you shall be obliged to stop using the Ecosystem and the Components (whereupon the applicable Quotation shall be considered terminated with immediate effect) and you will, in such case as full and final compensation, obtain a pro-rata refund of the fees paid for the remaining period of the prepaid portion of the license or subscription term, calculated from the date of termination. The foregoing shall be Sartorius’s sole obligation and your sole remedy for a breach of warranty relating to the Ecosystem and the Components.

f. **WARRANTY DISCLAIMER.** THE EXPRESS WARRANTIES SET FORTH IN SECTION 1(E) ARE THE ONLY WARRANTIES MADE TO YOU WITH RESPECT TO THE ECOSYSTEM AND ARE PROVIDED IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY CLAIMS MADE IN ADVERTISING, DOCUMENTATION, PACKAGING OR OTHER COMMUNICATIONS. THE ADDITIONAL DISCLAIMERS OF SECTION 6 ARE HEREBY INCORPORATED INTO THIS SECTION.

g. **Maintenance and Support.** For licensed Software, you may purchase ongoing maintenance and support. If you have purchased maintenance and support or if you have subscribed to Software hosted by Sartorius, Sartorius shall use commercially reasonable efforts to correct material errors upon notice from you, and Sartorius will provide you with the updates and error corrections that Sartorius generally makes available as part of its maintenance and support offering. If you cease buying maintenance and support, Sartorius will cease providing you with such updates and error corrections. In such case, you must procure new licenses for the Software to renew maintenance and support. The license includes a right to use updates and error corrections that Sartorius may develop and deliver to you as part of maintenance and support.

h. **Service Level Agreement.** Sartorius will provide the Components, and maintenance and support for the Components, and any other services set forth in this Agreement or an SOW, in accordance with the service levels, if any, referenced in the applicable Quotation or SOW.

i. **Fees and Payment.**

i. Fees. Sartorius shall assess and you shall pay the fees set forth in the Quotation or SOW, as applicable. Sartorius reserves the right to change fees at any time on thirty (30) days' notice you. If you do not accept such fee change, you will have thirty (30) days from notice of the fee change

to terminate your license or subscription, as applicable. If you fail to terminate within such thirty (30) day period, then the fee change shall be deemed to be accepted.

ii. **Reimbursement.** To the extent you are obligated to reimburse Sartorius for any travel or other expenses incurred by Sartorius in its performance of services under this Agreement, Sartorius will invoice you for such travel and other expenses at actual cost, and you shall reimburse Sartorius for such expenses within thirty (30) days of the date of such invoice. Sartorius will incur only reasonable expenses and will use commercially reasonable efforts to provide you with receipts or other documentation of such expenses, upon your request.

iii. **Late Payments.** In addition to any other remedy available to Sartorius, if any undisputed payment due under this Agreement is delinquent for any reason, interest shall accrue and be payable, to the extent legally enforceable, on such unpaid principal amounts from and after the date on which the same became due to the date of actual payment at the lower of one and one-half percent (1.5%) per month and the highest rate permitted by law. In the event that Sartorius incurs any fees or costs (including without limitation, any reasonable attorneys' fees) in collecting outstanding undisputed balances and enforcing the payment provisions of this Agreement, you shall be liable for all such fees and costs (and shall reimburse Sartorius for any such fees and costs that are paid by Sartorius within ten (10) days of its receipt of Sartorius's invoice for such fees and costs).

iv. **Taxes.** All payments to Sartorius under this Agreement or any Quotation are exclusive of sales and use taxes and any other applicable taxes, however characterized by the relevant taxing authority. Any such taxes shall be your sole responsibility and you shall pay or reimburse Sartorius promptly following Sartorius's request for such payment or reimbursement, for any such taxes, as determined in Sartorius; provided, however, that this provision shall not apply to taxes based on Sartorius's income. You shall promptly provide any information reasonably requested by Sartorius in determining, and minimizing to the extent legally permissible, your tax liability pursuant to this Agreement including, but not limited to, any resale certificates and evidence of tax-exempt status.

j. **Your Obligations.** In addition to any specific obligations that may be set forth in this Agreement, you shall provide Sartorius with reasonable cooperation and assistance in connection with Sartorius's provision of its services. Sartorius shall not be responsible for a default or delay in performance of its obligations under this Agreement to the extent such default or delay is attributable your failure to perform your obligations under this Agreement.

2. OWNERSHIP

a. **Ownership.** UMETRICS® ECOSYSTEM, INCLUDING THE COMPONENTS, ARE NOT SOLD BUT RATHER ARE LICENSED OR MADE AVAILABLE VIA SUBSCRIPTION. Sartorius reserves all rights not expressly granted in these Terms and Conditions. Umetrics® Ecosystem, Documentation, confidential information, inventions, trade secrets, and all trademarks, branding, and names used by Sartorius with the Ecosystem (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 other proprietary rights therein and thereto, including all patents, copyright, trademarks, and trade secrets subsisting in the Sartorius Materials (collectively,

“Sartorius IP”). Notwithstanding anything contrary, Third Party Materials shall remain at all times owned by their third party owner, and Sartorius shall have no responsibility therefor.

b. **Improvements.** To the extent applicable, you hereby grant Sartorius a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, sublicenseable and assignable license to make, use, sell, offer to sell, import, export and otherwise exploit any improvements to the Ecosystem or to any inventions that cover any functionalities of the Ecosystem, including any 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 the Ecosystem. The rights and obligations in this paragraph may only be modified by an amendment executed by both parties that makes specific reference hereto.

c. **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 Ecosystem; (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; or (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.

d. **Confidentiality.** Information about the Ecosystem, 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 Agreement 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.

e. **Your Data.** You shall maintain ownership of the data you share with Sartorius and the information you derive from such data through the use of the Ecosystem (**“Your Data”**). If you transmit or make available to Sartorius Your Data, you hereby authorize and license Sartorius to receive, store, and process Your Data for all purposes for which you provided it. Except and only to the extent that you provide access to Your Data to Sartorius for the purpose of performing services for you, Sartorius shall not access Your Data, and Sartorius shall only receive, store and process Your Data in accordance with your instructions

or as necessary to provide the services. Sartorius may analyze your use of the Ecosystem and the Components to create Usage Data (see below); provided, however, that such analysis shall not include access to the contents of Your Data. 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.

f. **Data Inputs.** Certain functionalities of the Ecosystem accept data inputs for analysis. You are solely responsible for preparing and converting all data into a format that can be consumed by the Ecosystem, 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 Ecosystem, you agree and represent that you have adequate rights to upload the data. Sartorius shall have no liability with respect to any data you input into the Ecosystem or with respect to any outputs created from such data via the Ecosystem, including any reports or models created. 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.

g. **Usage Data.** Certain Ecosystem deployments, functionalities and features may permit Sartorius to gather data observing your usage thereof. When you use these features, you agree that Sartorius may gather data regarding your usage of the Ecosystem, including without limitation usage patterns and technical information regarding the devices and software used therewith (collectively, "**Usage Data**"), to improve or develop the Ecosystem or any other Sartorius products, to enhance user and customer experiences, and for any other business purposes. Sartorius shall own all Usage Data.

h. **Personal Data.** Except as otherwise agreed in the terms and conditions of your Quotation or an SOW, 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. 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 Sartorius possession from your use of the Ecosystem, 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 creating a ticket in my.sartorius.com.

i. **Audit Rights.** You shall provide Sartorius or its designee with reasonable access, from time to time, to inspect your on-prem deployment (if applicable), records, audit logs and other information and materials for the purpose of ensuring compliance with this Agreement, including all terms applicable to the Ecosystem.

j. **On-prem Security.** If applicable, you shall be solely responsible for the security of your on-prem deployment. You shall have and maintain necessary and appropriate technical, functional and administrative controls to protect the security of the Ecosystem deployed on your infrastructure 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 infrastructure.

k. **Privacy Policy.** If you provide Personal Data to us in accordance with the terms and conditions of your Quotation or SOW, as set forth in Section 2(h), then you acknowledge and agree that the Sartorius privacy policy, available at <https://docs.umatrics.studio/hosted-cloud/Information-and-Documents/>, governs Personal Data collected via the Ecosystem. You shall obtain all necessary permissions to use, provide, store and process Personal Data as contemplated by this Agreement, the Privacy Policy, or any applicable Quotation or SOW and you hereby grant to Sartorius permission to use, provide, store and process Personal Data for such purposes. Without limiting the foregoing, you agrees that you will not provide any Personal Data to Sartorius that you do not have the authority to provide (under applicable law or the terms of any applicable agreement or policy) or that Sartorius cannot use as contemplated by this Agreement. Sartorius acknowledges and agrees that it will comply with its obligations under the privacy policy and all applicable laws in connection with its knowing collection and use of Personal Data and other information.

l. **Security Policy.** Sartorius shall use commercially reasonable and appropriate measures to maintain the software and hardware it uses to manage and host the Ecosystem and to maintain the security of the Ecosystem and any of Your Data managed or hosted by Sartorius and made available via the Ecosystem in accordance with Sartorius' then-current security policy.

3. TERMINATION

a. **Effectiveness; Term.** Your license or subscription, as applicable, to the Ecosystem shall become effective on the start date specified in the Quotation therefore, and it shall endure from that date for the period specified therein, unless earlier terminated in accordance with these Terms and Conditions. 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 Ecosystem 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 Ecosystem upon expiration or termination of your license or subscription using any available means and without liability to you.

b. **Breach.** If you materially breach these Terms and Conditions, then Sartorius may terminate your license or subscription, as applicable, and rights under these Terms and Conditions 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 2 (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 Ecosystem or any other Component, in whole or in part, in accordance with its then-current policies upon reasonable advance notice to you, 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. Sartorius may remove, suspend or block you from access to or use of the Ecosystem if you are in breach of this Agreement.

d. **Effects of Termination.** Upon termination or expiration of your license(s) or subscription(s), as applicable, and/or right(s) under these Terms and Conditions for any reason, you must immediately cease all use of the terminated or expired Ecosystem and Components, and 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 these Terms and Conditions, together with all other provisions necessary to interpret the respective rights and obligations of the parties hereunder.

e. **Termination Assistance.** If you request a copy of Your Data within thirty (30) days of the termination of the applicable subscription service and Sartorius has possession or control of Your Data, then Sartorius will provide an electronic copy of Your Data in Sartorius's possession or control in the data's then-current file format. You shall pay Sartorius the then-current fee for such assistance and such return shall be subject to verification of your right to receive such data. Sartorius will not be obligated to preserve Your Data beyond thirty (30) days after termination of the applicable subscription service.

4. BETA AND TRIAL RELEASES

a. **Beta and Trial Components.** This Section applies to the Ecosystem or any Component, that is provided to you for a beta or trial release evaluation term (the “**Beta or Trial Term**” and such components, the “**Beta or Trial Components**”), and this Section governs over any conflicting provisions elsewhere in these Terms and Conditions. Your rights to use the Beta or Trial Components shall be limited to internal testing and evaluation purposes, and you shall not use the Beta or Trial Components for any other purpose. You may not modify the Beta or Trial Components as part of beta testing or as part of a trial. You will provide Sartorius reasonably detailed feedback based on your beta or trial release usage and testing, including identifying potential errors, improvements, modifications, bug fixes and enhancements. Sartorius may terminate the Beta or Trial Term at any time and you shall comply with all instructions to cease use of the Beta or Trial Components and destroy all copies immediately. As a material condition of your participation in a beta or trial release, you agree that such participation shall be at your own risk and Sartorius shall have no liability and no responsibility to you for any damages, liabilities, losses or expenses that you may incur in connection therewith. Beta or Trial 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 or Trial Components. Except as modified by this Section 4, these Terms and Conditions shall apply to the Beta or Trial Components and your use thereof, including all provisions of confidentiality and license, subscription and use restrictions.

b. **Data During Beta or Trial Term.** During the Beta or Trial Term, you agree that maintaining your own copy of all data and materials submitted to the Ecosystem is your sole and exclusive responsibility. You hereby assume all risk of beta or trial release testing, including corruption or loss of all data within the Beta or Trial Components. You agree to maintain duplicate data sets that can be recovered in case of loss during beta or trial testing. You expressly acknowledge that Sartorius may delete Your Data at any time during the Beta or Trial Term for any Beta or Trial 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 or Trial Term, which may occur at any time in Sartorius's sole discretion.

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

5. THIRD-PARTY MATERIALS

a. **Third Party Terms.** The Ecosystem 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 that are in addition to and/or different from those contained in these Terms and Conditions or that are otherwise provided to you (“**Third Party Terms**”). Third Party Materials are made available by Sartorius to you solely for your convenience. Notwithstanding anything contrary in these Terms and Conditions, your use of all Third Party Materials is at your own risk. In addition to these Terms and Conditions, 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 these Terms and Conditions, 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.

b. **Copy of Third Party Terms.** You agree to be bound by all Third Party Terms included on Exhibit B, if attached to these Terms and Conditions, and all other Third Party Terms that are binding on you.

c. **Open Source.** The Software may contain code licensed under one or more open source licenses. The installation package contains a link to applicable open source code licenses, in one or more files identified as LICENSE.TXT/.HTML/.DOC, LEGAL.TXT/.HTML/.DOC, or similar name(s). Please contact us directly or your Sartorius distributor if you cannot find such licenses. Any such code is made available to you subject to the terms of the applicable open source code license. In the event that you choose to exercise any rights to develop software using code licensed under an open source license, it is your sole responsibility to comply with all applicable terms, and Sartorius shall have no responsibility or liability to you or anyone else relating to your use thereof or to assist you in any way.

6. WARRANTY DISCLAIMER

a. **Your Data.** You agree that you are solely responsible for Your Data, 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 for any errors or omissions in Your Data or for any loss or damage incurred as a result of the use of, access to, or denial of access to Your Data. Furthermore, Sartorius expressly disclaims any responsibility for any third party content that may be made available through Ecosystem.

b. **DISCLAIMER.** EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR ITS EXHIBIT(S), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ECOSYSTEM AND THE COMPONENTS IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY AGREED BY SARTORIUS, 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, OR COMPATIBILITY WITH YOUR ENVIRONMENT. 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.

7. LIMITATION OF LIABILITY; DISCLAIMER OF DAMAGES

a. **DAMAGES.** IN NO EVENT SHALL SARTORIUS OR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, OR RESELLERS OR ANY OF OUR OR THEIR RESPECTIVE 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 THESE TERMS AND CONDITIONS, ITS EXHIBITS, OR IN ANY WAY RELATED TO ECOSYSTEM. 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 THE SARTORIUS PARTIES TO YOU AND ANYONE ELSE UNDER THESE TERMS AND CONDITIONS AND RELATING TO THE ECOSYSTEM (INCLUDING THE COMPONENTS) SHALL BE CAPPED AT THE FEES ACTUALLY PAID BY YOU TO SARTORIUS DURING THE SIX (6) MONTHS PRIOR TO THE FIRST 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. **Exceptions.** The liability limitations and disclaimers set forth in this [Section 7](#) shall apply only to the extent that such liability limitations and disclaimers are not prohibited under applicable law.

d. **Acknowledgment.** You acknowledge that the limitations and exclusions of liability in these Terms and Conditions are reasonable and agree that Ecosystem fees have been agreed on the basis of the limitations and exclusions of liability and remedies set out herein.

8. INDEMNIFICATION.

a. **Indemnification by You.** You shall be responsible for your own activities using the Ecosystem, including all activity that occurs under the accounts of your end users or of any party that receives a copy of the Software or access to the Ecosystem from 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 these Terms and Conditions and/or any Third Party Terms, including the breach of any license or subscription restrictions, (ii) your use of the Ecosystem or any other Component, (iii) your failure to maintain a secure system, or (iv) your negligence of willful misconduct.

b. **Sartorius Infringement Indemnification.** Sartorius will indemnify and defend you against claims to the extent alleging that your use of the unmodified Ecosystem or any Component 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 Ecosystem 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 of such Claim and all related settlement negotiations. In the event Sartorius believes that an infringement allegation or a Claim may be made against the Ecosystem, 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.

9. MISCELLANEOUS.

a. **Entire Agreement.** Unless you have an active prior license or services agreement in place with Sartorius, these Terms and Conditions, its Exhibits, and your Quotation with Sartorius or an authorized Sartorius reseller together constitute the entire agreement between you and Sartorius regarding the Ecosystem (the "**Agreement**"), and supersedes all prior agreements, understandings, and other communications. If you have an active prior license or services agreement in place with Sartorius, then the terms of that prior agreement continue to apply and are supplemented by any additional terms and conditions set forth herein. If any portion of these Terms and Conditions 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 these Terms and Conditions, 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 Ecosystem available to you. Your continued use of any element of Ecosystem following notice of any such changes or amendments shall constitute your express and affirmative assent and agreement with such changes or amendments.

c. **Subcontractors.** Sartorius may subcontract its responsibilities under this Agreement to third parties. Sartorius shall remain responsible for the performance of, or failure to perform, all obligations performed (or failed to be performed) by any subcontractor to the same extent as if such obligations were performed (or failed to be performed) by Sartorius.

d. **No Publicity.** Neither party will, without the prior written approval of the other party (i) disclose the terms and conditions of this Agreement to any third party (except each party's auditors or third parties whose review is mandated by law or each party's Affiliates); or (ii) make any public announcement concerning this Agreement or the transactions contemplated hereunder. You hereby grant to Sartorius a limited, non-exclusive, paid up license to use or display your marks on Sartorius's website(s) for the purpose of identifying you as a customer of Sartorius. You shall have the right to review and approve Sartorius's use of your marks as proposed, which approval shall not be unreasonably withheld or delayed. Any of your marks so used or displayed shall be and remain your sole and exclusive property. Any and all rights in any of your marks used and displayed in connection with this Agreement shall inure to your benefit.

e. **No Waiver.** No delay or failure to require performance of any provision of these Terms and Conditions 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 these Terms and Conditions shall not be construed as a waiver of any other terms or conditions of these Terms and Conditions, nor shall any waiver constitute a continuing waiver.

f. Governing Law; Venue.

i. These Terms and Conditions will be governed by and construed in accordance with the laws of the (i) country in which the Sartorius entity that sold the Ecosystem entitlement and Ecosystem licenses or subscriptions is located; (ii) State of New York, if the Sartorius entity that sold the Ecosystem entitlement and Ecosystem 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 Ecosystem entitlement and Ecosystem 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 these Terms and Conditions or their 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 Ecosystem entitlement and Ecosystem 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 Ecosystem entitlement and Ecosystem 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 these Terms and Conditions;

4. if the Sartorius entity that sold the Ecosystem entitlement and Ecosystem 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.f.ii.1, 10.f.ii.2, 10.f.ii.3, and 10.f.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. Neither the United Nations Convention on Contracts for the International Sale of Goods nor will the Uniform Commercial Code apply to or modify these Terms and Conditions in any respect.

G. **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 THESE TERMS AND CONDITIONS OR YOUR USE OF THE SOFTWARE.

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

i. **Severability.** Any part of these Terms and Conditions 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 these Terms and Conditions will remain in full force and effect.

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

k. **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.

l. **Injunctive Relief.** You acknowledge that any violation of these Terms and Conditions 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.

m. **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.

n. **No Re-Export to Russia and Belarus Clause.**

i. You shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Furthermore, you shall

not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.

ii. You shall undertake your best efforts to ensure that the purpose of Section 9(n)(i) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

iii. You shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 9(n)(i).

iv. Any violation of Section 9(n)(i), 9(n)(ii), or 9(n)(iii) shall constitute a material breach of an essential element of this Agreement, and Sartorius shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 30 % of the total value of this Agreement or price of the goods exported, whichever is higher.

v. You shall immediately inform Sartorius about any problems in applying Section 9(n)(i), 9(n)(ii), or 9(n)(iii), including any relevant activities by third parties that could frustrate the purpose of Section 9(n)(i). You shall make available to Sartorius information concerning compliance with the obligations under Section 9(n)(i), 9(n)(ii), and 9(n)(iii) within two weeks of the simple request of such information.

o. **U.S. Government Rights.** The Ecosystem 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 Ecosystem under these Terms and Conditions 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.

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

q. **Order of Precedence.** All terms, conditions, and provisions of these Terms and Conditions apply to any Quotation or SOW, and these Terms and Conditions and any Quotation or SOW shall be read together and construed, to the fullest extent possible, to be in concert with each other. To the extent that they cannot be so construed, then in the event of any direct conflict between these Terms and Conditions and a Quotation or an SOW, the Quotation or SOW will prevail, but only as to the Component or service made available under such Quotation or SOW, and in all other respects, these Terms and Conditions shall prevail.

EXHIBIT B**Third Party Component Terms**

This Exhibit B is intentionally left blank. Sartorius reserves all rights to add Third Party Terms to this Exhibit B from time to time.

EXHIBIT C

Services Terms ("Services Terms")

Any services made available with or in relation to the Ecosystem are subject to the Terms and Conditions plus these Services Terms.

1. **Services.** Sartorius, in its discretion, may from time to time agree to perform services for you, including professional services and training services. Any such obligation shall be set forth in a Quotation or a statement of work (an "**SOW**") executed by Sartorius that describes the services to be performed (the "**Services**"). Any such Services shall be performed in accordance with the terms of this Agreement.

2. **Your Obligations.** In addition to any specific obligations that may be set forth in the Quotation or the SOW, you shall provide Sartorius with reasonable cooperation and assistance in connection with the provision of the Services. Sartorius shall not be responsible for a default or delay in performance of its obligations to the extent such default or delay is attributable to your failure to perform your obligations; additionally, Sartorius shall have the right to adjust the fees, expenses, scope of work, specifications and schedule as Sartorius deems reasonably necessary to accommodate your failure to perform your obligations. For the avoidance of any doubt, Your Data shall include any data you provide to us in connection with the Services, whether or not such data is provided through the Ecosystem, and you hereby authorize and license Sartorius to receive, store, and process such data for all purposes for which you provide it, including as needed for performance of the Services.

3. **Fees.** In consideration for performing the Services, you will pay Sartorius the fees set forth in the Quotation and/or the SOW (the "**Project Fees**"). Unless otherwise contemplated in the Quotation or the SOW, you will reimburse Sartorius for out-of-pocket expenses that Sartorius may incur in performing the Services ("**Reimbursable Expenses**"). Sartorius will furnish you with the appropriate receipts for all Reimbursable Expenses. Unless otherwise contemplated in the Quotation or SOW, you will pay Sartorius the reimbursable expenses and Project Fees within 30 days of the date of Sartorius' invoice. All payments will be made by check or wire transfer to Sartorius' designated bank account. Any late payment will accrue interest at the lesser of 1.5% per month or the maximum interest rate allowed under law until paid in full. Sartorius will specify on all invoices issued to you any sales, use or other tax that may be assessable in connection with the Services. You will pay such taxes or provide Sartorius with any applicable certificate of exemption acceptable to the appropriate taxing authorities.

4. **Ownership.** You acknowledge that all patents, copyrights, trade secrets or other proprietary rights in or to the work product that Sartorius may create for you (the "**Deliverables**"), including, but not limited to, any ideas, concepts, inventions or techniques that Sartorius may use, conceive or first reduce to practice in connection with the Services, are and will remain the exclusive property of Sartorius or its subcontractors, except as and to the extent otherwise specified in the applicable SOW. Sartorius grants you an irrevocable, perpetual, royalty-free license to use, reproduce and execute the Deliverables for your internal purposes. You shall not distribute, transfer, disclose or provide the use of the Deliverables to any third party, unless otherwise agreed in the applicable Quotation or SOW.

5. **WARRANTY AND WARRANTY DISCLAIMER.** Sartorius represents and warrants that (i) Sartorius will perform the Services in a timely and workmanlike manner, and (ii) the Deliverables will substantially conform to the specifications set forth in the applicable Quotation or SOW on delivery. In case of breach of this warranty or any other legal duty to you, Sartorius' exclusive liability, and your exclusive remedy,

will be to obtain (i) the re-performance of the Service or the correction or replacement of the Deliverable, or (ii) if Sartorius determines that such remedies are not practicable, a refund of the Project Fees reasonably allocable to such defective Service or Deliverable. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT), ARE HEREBY DISCLAIMED.

6. Liability Cap. Sartorius's entire liability related to this Agreement will not exceed the amount of Project Fees actually paid by you to Sartorius for the defective Services prior to the event giving rise to the first cause of action. This limit applies collectively to Sartorius Parties. To the maximum extent permitted by law, in no event will any Sartorius Parties be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any consequential, indirect, special or incidental damages or punitive or exemplary damages arising from or related to the Services, including without limitation: (a) loss of profits; (b) loss of anticipated savings; (c) loss of business opportunity; (d) loss of revenue; (e) loss of goodwill; (f) loss or corruption of data or work stoppage, or loss due to computer failure or malfunction; or (g) special damage regardless of whether the Sartorius Parties were aware or should have been aware of the possibility of such damages.