END USER LICENSE AGREEMENT

BIOLOGICS EXPLORER VERSION 9.0

ATTENTION:
PLEASE READ THIS DOCUMENT CAREFULLY.
THIS SOFTWARE IS LICENSED AND NOT SOLD.

THIS SOFTWARE MAY ENABLE YOU TO TRANSFER DATA TO THIRD PARTY SERVERS AND NETWORKS.

THE USE OF THE SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS STATED IN THIS END USER LICENSE AGREEMENT ("EULA"). BY INSTALLING OR USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. DEFINITIONS

For the purposes of this EULA, the following terms, whether used in their singular or plural form, shall have the following meanings.

1.1. "SCIEX," or "Us" or "Licensor" as used in this EULA, means AB SCIEX Pte. Ltd. (acting through itself or its SCIEX affiliates).

1.2. "Authorized Number" means one unless: (a) otherwise specified in Your quote from SCIEX to You; or (b) the Software uses registration codes, in which case the number of licensed copies of Software is controlled by the registration codes.

1.3. "Concurrent License" means a license which, if granted to You pursuant to the terms set forth in this EULA (as indicated in the applicable SCIEX quote and Your matching Purchase Order), enables any concurrent user to use and access the licensed Software, provided that only the concurrent license number of users may use and access the Software and underlying materials at any one time.

1.4. "Confidential Information" means this Software and all non-public and sensitive information and materials disclosed by SCIEX to You whether in writing, oral, graphic, electronic, visual or any other form and whether or not so marked or described as confidential. Materials shall not be considered Confidential Information to the extent such information or materials can be shown, by written record prior or contemporaneous evidence by You to have been: (a) available to the public prior to the date of disclosure to You or to have become available to the public thereafter without any unauthorized act or omission by You, (b) rightfully in Your possession prior to the date of disclosure to You and not otherwise restricted as to disclosure, (c) independently developed by You as evidenced by written records without reference to Confidential Information disclosed by SCIEX by persons who did not see or observe Confidential Information disclosed by SCIEX, or (d) disclosed to You without restriction by a third party who had a legal right to disclose and was not otherwise under an obligation of confidence with respect to the information disclosed.

Confidential - Company Proprietary

1.5. “Data” means all information, files, or data uploaded to, provided to, stored on, created within, or created as a result of use of this Software, including further analysis or processing conducted on such information.

1.6. “EULA” or “Agreement” means this SCIEX Software License Terms including any and all Appendices.

1.7. “Instrument” means the device provided by SCIEX to be used in conjunction with the Software.

1.8. “Software” means the one or more computer programs in object form that accompany this EULA including any updates, upgrades, additions and copies, and related explanatory materials.

1.9. “You” or “End User” or “Your” means the licensee authorized by this EULA to use the Software through the SCIEX quotation and Your matching Purchase Order to SCIEX.

2. Subjected to the terms, conditions and restriction set forth in this Agreement, SCIEX hereby grants, and the End User accepts, a non-exclusive, non-transferable, non-sublicensable, limited license to install and use the Software in executable form and its related documentation, for the term for which the End User has paid license fees. The End User shall be responsible for its employees, officers and agents (“Representatives”) compliance with the terms and conditions of this Agreement, and any breach of this Agreement by any End User Representative shall be considered a breach by the End User.

3. End User may use the Software and its related documentation only for End User’s own internal business purposes solely for the purpose of analyzing data from SCIEX instruments, in compliance with the terms and conditions of the EULA and the Software’s documentation. End User shall not: (a) use the Software to process or permit the Software to process data for any third party; (b) use the Software in operation of a service bureau, the provision of application service provider services, or time-sharing arrangements; or (c) unless otherwise agreed to, permit any subsidiaries, affiliated entities, or third parties to use the Software. You agree that You will not sublicense, copy, merge, modify, sell, resell, rent, lease, assign, transfer, publicly display, publicly perform, or distribute the Software, or create derivative works based on the Software, or any part thereof or any interest therein.

4. You will not attempt, cause, or permit others to reverse assemble, disassemble, decompile, modify, create any derivative works, or otherwise attempt, cause, or permit any reverse engineering of the Software or any part thereof, or attempt, cause, or permit any conversion of the Software into any human readable or perceivable form including deriving the Software’s source code, or in any other way allow third parties to exploit the Software.

5. Transfer of the Software is subject to compliance with all applicable export regulations and restrictions. The rights granted herein are limited to the Subscription Term as defined in the corresponding SCIEX quote.

6. End User acknowledges they have been made aware that Genedata AG is the original licensor to AB SCIEX Pte. Ltd. (“SCIEX”) and has a proprietary interest in the Software, and is a direct and

Confidential - Company Proprietary

intended beneficiary to the End User License Agreement and shall have the right to enforce it directly against the End User.

7. End User acknowledges and agrees that the Software is intended for and shall only be used by You for research use only and not for use in diagnostic procedures. The Software is not intended or designed by SCIEX, for any additional and/or alternative use that is not stated herein, including, but not limited to, the processing of personally identifiable information, or the direct care, diagnosing, or treatment of patients. You will assume the sole risk and liability for any use of the Software that is outside the scope or otherwise not permitted by this EULA and will indemnify and defend SCIEX for any use outside its intended use.

8. End User acknowledges that the Software contains valuable confidential trade secrets, and shall not (and shall not attempt, cause or permit) the reverse engineering, modification, decompilation, disassembly of such software to any human readable or perceivable form, identification or discovery of any source code, underlying ideas, underlying user interface techniques or algorithms of such software or any part thereof, or creation of any derivative works based on such software or any part thereof. Further, End User agrees the Software is Confidential Information and may not attempt, cause or permit any part of the Software or documentation to be reproduced, adapted, enhanced, translated, displayed, published, rented, leased, subleased, sublicensed, sold, distributed, transferred, encumbered, or otherwise used in any manner not expressly permitted in the agreement, in any form or by any means. Any portion of the Software merged into or used in conjunction with other software or hardware will continue to be the property of SCIEX (or its licensors) and subject to the terms and conditions of this Agreement.

9. End User may make only one (1) copy of the Software solely for non-productive backup or archival purposes. End user may not alter, remove, obscure, erase or otherwise hide from view, any proprietary, copyright, trade secret or warning legend from the Software or any documentation.

10. All rights except those expressly granted to End User shall remain with and be reserved to SCIEX (or its licensors).

11. End User will safeguard the confidentiality of the Software. End User will not disclose, in whole or in part, any item of the Software to any individual, entity or other person, except to those end user consultants who (a) require access for End User's authorized use of the software, (b) agree in writing to comply with the use and non-disclosure provisions no less restrictive than those set forth in this End User License Agreement, and (c) are not competitors of SCIEX or Genedata AG. If any unauthorized use or disclosure occurs, End User will immediately notify Licensor and assist Licensor in recovering the Software and preventing its subsequent unauthorized use or dissemination.

12. Title and ownership of the Software shall remain with Genedata AG and its affiliates and the End User shall either assign any information (including comments and suggestions) relating to the Software to Genedata AG and its affiliates or grant to Genedata AG and its affiliates a royalty-free, perpetual, irrevocable license to use and fully exploit such information

13. End User acknowledges that the Software, technology or technical data licensed hereunder may be subject to multi-jurisdictional Export Control and Sanctions regulations including, but not limited to, the laws/measures of the United Nations, United States (e.g. the Export Administration Regulations (EAR) administered by the United States Commerce Department Bureau of Industry and Security, the International Traffic in Arms Regulations (ITAR), and the

Confidential - Company Proprietary

regulations and sanctions administered by the United States Treasury Department´s Office of Foreign Assets Control (OFAC), Member States of the European Union, United Kingdom, China, and Singapore (collectively "Export Control Laws").

End User agrees to not export, re-export or import, directly or indirectly, the Software into any country prohibited by the Export Control Laws and the regulations thereunder. SCIEX or Genedata AG may terminate this EULA immediately if the End User is in violation of any applicable laws or regulations.

Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. SCIEX or Genedata AG may restrict the availability of any Software, technology or technical data in any particular location or modify or discontinue features to comply with applicable laws and regulations.

14. **INDEMNIFICATION.** To the maximum extent permitted by law, You shall defend, indemnify and hold harmless SCIEX, Genedata AG, and each of its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, actions, suits or proceedings brought by a third party, and pay all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or related to Your alleged or actual misuse of the Software for any purpose that is not explicitly stated herein. This includes, but is not limited to, claims related to unauthorized disclosure or exposure of personally identifiable information.

15. **LIMITED WARRANTY**. SCIEX warrants that for a period of three-hundred-sixty-five (365) days from the date of shipment to You of the media on which the Software is stored ("Warranty Period"), (a) such media will be free from defects in materials or workmanship and (b) the Software will comply substantially with the written specifications for the Software. If during the Warranty Period, the media on which Software is delivered proves to be defective, SCIEX will repair or replace such media, at SCIEX's option. If during the Warranty Period, the Software fails to comply substantially with its written specifications, SCIEX will, at its option, repair or replace the Software to substantially comply with the written specifications, or, at SCIEX's option, refund the fees paid by You for the Software that exhibits such noncompliance. This shall be Your sole remedy and SCIEX's sole responsibility for any breach of warranty hereunder. You assume full responsibility for: (i) the selection of the Software; (ii) the proper installation and use of the Software; (iii) verifying the results obtained from the use of the Software; and (iv) taking appropriate measures to prevent loss of Data. Notwithstanding anything to the contrary in this EULA and without in any way limiting SCIEX's other disclaimers of warranties, SCIEX does not warrant that the quality or performance of the Software will meet Your requirements or that You will be able to achieve any particular results from use of the Software or that the Software will operate free from error.

16. **LIMITATION OF REMEDIES**. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS LICENSED TO YOU "AS IS". NEITHER SCIEX NOR GENEDATA AG MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGINGMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. NETIHER SCIEX NOR GENEDATA AG OR ITS AFFILIATES WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE SOFTWARE OR ANY EQUIPMENT ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

17. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEITHER SCIEX NOR SCIEX LICENSORS BE RESPONSIBLE OR LIABLE IN CONTRACT,

Confidential - Company Proprietary

TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF SCIEX AND ITS LICENSORS, AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER OR IN CONNECTION TO THIS EULA, OR ARISING OUT OF THE USE OF THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AGGREGATE OF THE AMOUNT OF FEES PAID BY YOU TO SCIEX FOR THE SOFTWARE UNDER THIS EULA FOR THE PRECEEDING 12 MONTHS FROM THE DATE OF A CLAIM MADE BY YOU OR ON BEHALF OF YOU. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

18. **TERM**. This EULA will remain in effect for an explicit amount of time as stated in SCIEX's Quote to You unless terminated as specifically authorized herein. The license granted by this EULA shall also terminate if You fail to comply with any term or condition of this EULA.

19. **TERMINATION**:

    a. Termination For Convenience. You may refuse to install this EULA by not accepting these terms and not moving forward to install and receiving a refund for this non-installed License.

    b. Termination for Breach. SCIEX may immediately terminate this EULA for breach if You fail to comply with or breach any of its terms, or if You violate the license granted, its related restrictions or confidentiality obligations or the applicable terms of Your quote.

20. **Effect of Termination**. Upon termination of this EULA You will discontinue using the Software, destroy all copies from Your computers, systems, network and storage media, and return the Software, and all copies thereof, to SCIEX. In no event shall SCIEX have an obligation to reimburse any fees or other payments due under this Agreement in the event of Termination. Termination of this EULA shall not release either party from liability for accrued obligations or any prior breach of the Agreement and shall be without prejudice to other rights and remedies as may be available hereunder.

21. **GOVERNING LAW AND JURISDICTION**. This EULA shall be governed by laws of the Commonwealth of Massachusetts, U.S.A., exclusive of its conflict of law's provisions without giving effect to principles of conflicts of law rules that may direct the application of the law of another jurisdiction and excluding application of the United Nations Convention on Contracts for the International Sale of Goods. Any and all dispute, controversy or claim arising out of, in connection with or in relation to this Agreement or the breach of any of the provisions hereof shall be exclusively resolved by binding arbitration before one Arbitrator in Boston, Massachusetts, pursuant to the rules then obtaining of the American Arbitration Association. The parties agree that the Arbitrator shall be empowered solely to decide the question of normal damages (i.e. punitive damages shall be excluded). Any award shall be final, binding and conclusive upon the parties, and a judgment rendered thereon may be entered in any court having competent jurisdiction thereof. The prevailing party shall be entitled to recover all reasonable fees and expenses of the costs of such arbitration (including reasonable attorney's fees), but if the Arbitrator determines that neither party has prevailed, or of the Arbitrator determines that neither party is more at fault then the other party, then each party shall bear its own costs and expenses (including attorney's fees). The parties agree to use their best efforts to settle any and all disputes without resort to arbitration.

Confidential - Company Proprietary

22. **ASSIGNMENT.** Neither this EULA nor any of End User's rights or obligations under this EULA shall be assigned or transferred by the End User without the prior written consent of SCIEX and any attempted assignment or transfer without such consent shall be void. End User agrees that this EULA bind the End User and each of its employees, agents and persons associated with it, including End User's affiliates, parents and/or subsidiary firms, corporations and other organizations who, in each instance, are given access to any of the Software.

23. **MISCELLANOUS.** The terms and conditions of this EULA supersede the terms of any quotation or Purchase Order, or other document issued or signed by You to authorize Your license to the Software. If any provision of this Agreement is held to be unenforceable, such provision shall be limited, modified or severed, as necessary, as to eliminate its unenforceability, and all the other provisions shall remain unaffected. The failure or delay of either Party to exercise any of its rights shall not be deemed a waiver of such rights, and no waiver of any breach of this Agreement shall constitute a waiver of any other breach.

24. **SURVIVAL.** The parties hereby agree that the terms and conditions of this EULA shall survive the termination or expiration of the license to the Software to the extent necessary for the enforcement of the parties' rights and obligations that would naturally survive termination or expiration of the license to the Software.

25. If the Software is licensed under a U.S. Government contract, the following clause shall be applicable:

    U.S. Government End Users. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

26. The following clause is applicable in case of European Community End Users:

    European Community End Users. If the Software is used within a country of the European Community, nothing in this End User License Agreement shall be construed as restricting any rights available under the European Community Software Directive, O.J. Eur. Comm. (No. L. 122) 42 (1991).

27. The following clause is applicable in case of Regulated Use:

    Regulated Uses. Licensee acknowledges that the Software has not been cleared, approved, registered or otherwise qualified (collectively "**Approval**") with any regulatory agency, including without limitation for use in diagnostic or therapeutic procedures or any other use requiring compliance with any federal or state law regulating diagnostic or therapeutic products, blood products, medical devices or any similar product (hereafter collectively referred to as "**Federal or State Drug Laws**"). The Software may not be used for any purpose that would require any such Approval unless proper Approval is obtained. Licensee agrees that if Licensee elects to use the Software for a purpose that would subject Licensee or the Software to the jurisdiction of any Federal or State Drug Laws, Licensee will be solely responsible for obtaining any required Approvals and otherwise ensuring that Licensee's use of the Software complies with such laws.

Confidential - Company Proprietary