

**SCIEX  
SOFTWARE LICENSE TERMS  
SCIEX OS Software V 4.2  
(including any Add-Ons)**

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**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 HEREIN. BY INSTALLING OR USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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- 1.3. **“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.
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- 1.11. “Instrument”** means the device provided by SCIEX to be used in conjunction with the Software.
- 1.12. “Software”** means the one or more computer programs in object form that accompany this EULA including any updates, Add-Ons, additions and copies, and related explanatory materials.
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- 1.15. “Subscription Term”** means initial Subscription Term will commence and expire in accordance with the start date and end date set forth on our quote and Your matching purchase order, unless earlier terminated in accordance with this EULA or our quotation terms and conditions. Thereafter, the Subscription shall automatically renew for additional one (1) year periods (or for such longer period as may be set forth on a renewal Order Form executed by the parties) unless either party gives written notice to the other of its intention not to renew the Subscription at least thirty (30) days prior to the expiration of the then-current Subscription Term. The initial Subscription Term, plus any subsequent renewal Subscription Term shall be the “Subscription Term”. For the avoidance of doubt, the term of this Agreement shall be coterminous with the Subscription Term.
- 1.16. “You”** means the licensee authorized by this EULA to use the Software through the SCIEX quotation and Your matching purchase order or other legally binding agreement.

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- 4.2.** When uploading, transmitting, or modifying Data that contains personally identifiable information, including without limitation, Data consisting of genomic information (whether whole genome sequences or portions), you agree that you will not, in connection with or through this Software, provide any personally identifying information or personal information or personal data as defined by applicable law (e.g, HIPAA, The General Data Protection Regulation (EU) 2016/679), Personal Data Protection Act 2012 (No. 26 of 2012)).

### **5. VERSION STATUS**

- 5.1.** You understand and agree that in order to determine whether the Software version is up-to-date, this Software requires a constant connection to the internet. It uses https protocol, port 443. If your internet connection is disrupted, you will not be able to use the Update Feature.
- 5.2.** In accepting the terms of this Agreement, you further agree that version data will be stored and processed anonymously at SCIEX or its vendors to improve Sciex products and services (though itself, its affiliates, distributors and its suppliers).

### **6. CONFIDENTIALITY**

- 6.1. You shall not use the Confidential Information of SCIEX except in the course of the activities permitted in this EULA. You shall maintain the confidentiality of the Confidential Information of SCIEX with at least the same degree of care you use to protect your own proprietary information of a similar nature or sensitivity, but with no less than reasonable care. Unless explicitly stated otherwise in this EULA You shall not disclose any Confidential Information to any third party without the written consent of SCIEX. You shall be responsible to SCIEX for the acts and omissions, and for compliance with the confidentiality and non-use obligations set forth in this Section 5 , of any person or entity to whom or to which SCIEX's Confidential Information was disclosed by Recipient.
- 6.2. In the event that You become legally required to disclose any such Confidential Information, You shall provide SCIEX with prompt notice so that SCIEX may seek a protective order or other appropriate remedy or waive compliance with the provisions of this EULA. In the event that such protective order or other remedy is not obtained, You shall furnish only that portion of the Confidential Information which is legally required to be furnished in the opinion of Your legal counsel. Disclosure pursuant to this Section shall not be deemed an exception under this EULA.
- 6.3. Remedies. You agree and acknowledges that an impending or existing violation of any provision of Section 6 (Confidentiality) will cause SCIEX irreparable harm and significant injury for which SCIEX may have no adequate remedy at law. You agree that in such event, SCIEX shall be entitled to immediate equitable relief, including injunctive relief and specific performance, in addition to any other remedies available to SCIEX.
- 6.4. The obligations of this Section shall survive termination of this EULA

## **7. THIRD PARTY SOFTWARE & RESTRICTIONS.**

- 7.1. This Software may include software products licensed by third party providers, including Open Source Software, as set forth in Appendix A. In addition, the Software may enable you to run multiple instances of third-party software and application programs. Such third party's software is provided "As Is" and use of such software shall be governed by the terms and conditions as set forth in Appendix A (Third Party Products Additional Licensing Terms & Conditions). In the event such terms and conditions are not provided in Appendix A, such third party's software are provided "As Is" without any warranty of any kind and the terms and conditions of this EULA shall apply to all such third party software providers and third party software as if they were SCIEX and the Software respectively. You will assume fully responsible for reviewing and complying with any licenses necessary to use any such third-party software. Such licenses may be included in your SCIEX installation package. You are responsible for complying with any third-party provider terms, including its privacy policy. SCIEX does not provide support or guarantee ongoing integration support for products that are not a native part of the SCIEX technology.
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12. If You use the Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.
13. **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.
14. **EUROPEAN UNION END USERS.** If this Software is used within a country of the European Union nothing in this EULA shall be construed as restricting any rights available under the European Union Computer Programs Directive including Directive 2009/24/EC.
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**18. TERM.** This EULA will remain in effect for (i) perpetuity in the event you have purchased a perpetual license or (ii) an explicit amount of time as stated in SCIEX's Quote to you unless (in either case) such EULA license is terminated as specifically authorized herein.

## **19. TERMINATION.**

**19.1. Convenience.** You may terminate this EULA for convenience by providing thirty (30) days written notice to SCIEX discontinuing use of the Software, removing any and all copies from your computers and storage media, and returning the Software, any related documentation, and all copies thereof, to SCIEX. If terminating at installation of new perpetually licensed Software within 30 days of installation by SCIEX, You may terminate this EULA by discontinuing use of the Software, removing all copies from your computers and storage media, and returning the Software, and all copies thereof, to SCIEX.

**19.2. Breach.** SCIEX may terminate this EULA for breach if You fail to comply with any of its terms or the applicable terms of Your Quote.

**19.3. Effects of Termination.** Upon termination of this EULA You will discontinue using the Software, remove all copies from your computers and storage media, and return the Software, and all copies thereof, to SCIEX. In no event shall SCIEX have an obligation to repay license fees received by You in the event of Termination.

**20. JURISDICTION.** This EULA shall be governed by laws of the Commonwealth of Massachusetts, U.S.A., exclusive of its conflict of law's provisions. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods

**21. SOFTWARE IMPROVEMENTS.** You acknowledge and agree that SCIEX may collect, process, and use technical information and that is gathered as part of any feedback, maintenance, and support services provided to You, for Software improvement and business use, provided that such information is de-identified.

**22. END OF LIFE.** If, during the term of this EULA, SCIEX discontinues the Software then SCIEX shall provide You notice of such discontinuation on SCIEX.com as soon as reasonably practicable and may, in its sole discretion, either (i) substitute the discontinued Software with one of comparable quality and effectiveness; or (ii) terminate the discontinued Software.

**23. FORCE MAJEURE.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this EULA to the extent the aforementioned are caused by acts of war, terrorism, hurricanes, tornados, earthquakes, pandemics, or other acts of God, or by nature, strikes or other labor disputes, riots or other acts of civil disobedience, embargos, or other cause beyond either parties' reasonable control.

## **24. GENERAL**

- 24.1. Entire Agreement.** This EULA constitutes the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- 24.2. Severability.** If a court of competent jurisdiction holds any provision of this EULA invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.
- 24.3. Language.** The controlling language of this EULA, and any proceedings relating to this EULA, shall be English. You agree to bear any, and all costs related to translation, if necessary.
- 24.4. Headings.** The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning.
- 24.5. Contact.** All questions concerning this EULA shall be directed to: SCIEX, 250 Forest Street, Marlborough, MA, 01752, U.S.A., Attention: Legal Department.

## **APPENDIX A**

### **THIRD PARTY SOFTWARE**

This software may use third party software components from several sources including open source. Portions of these software components may be copyrighted and licensed by their respective owners as indicated below. Various licenses require distribution of source code or if a link is used to point the end-user to a source-code repository, and the source code is not available at such site, the distributor must, for a time determined by license, offer to provide source code. References to such licenses and notices may be found in this appendix.

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### **SELECTION (BUT NOT ALL) THIRD PARTY PRODUCTS ADDITIONAL LICENSING TERMS & CONDITIONS THAT MAY BE APPLICABLE**

The following is a non-exhaustive list of all third party software, including free and open source software as well as proprietary third party code, that is delivered with or as part of the Software. Please note Microsoft licenses are governed by the following terms and conditions depending on the software:  
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