SCIEX
SOFTWARE LICENSE TERMS
SCIEX OS Software V 5.0.1
(including any Add-Ons)

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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 HEREIN. BY CLICKING "I AGREE" OR 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

1.1. **"SCIEX," or "Us"** as used in this EULA, means AB SCIEX Pte. Ltd.

1.2. **"Add-Ons"** means any additional processing software (including, but not limited to Molecule Profiler, MarkerView, Allotrope Data Conversion, Tuning Tools and Chemspider) which may be licensed by You.

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.

1.4. **"AI Assistant"** means any artificial intelligence, machine learning, or generative artificial intelligence functionality made available as part of the Software that provides responses, recommendations, or content based on user inputs.

1.5. **"Cloud"** means third party servers and networks.

1.6. "**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.

1.7. **"Confidential Information**" means this Software and all non-public and sensitive information and materials divulged 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 of SCIEX by persons who did not see or observe Confidential Information of 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.

1.8. **"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.

1.9. **"EULA"** means this SCIEX Software License Terms including any and all Appendices.

1.10. **"Open-Source Material"** means Open Source Software that may be applicable to this EULA including but not limited to Ruby, MIT, BSD, the Apache License, version 2.0, GNU General Public License, version 2, and the Artistic License.

1.11. "Open-Source Software" means all software or other material that is distributed as "free software," "open-source software" or under similar licensing or distribution terms.

1.12. "Instrument" means the device provided by SCIEX to be used in conjunction with the Software.

1.13. "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 if provided under a quote from SCIEX to you.

1.14. "Sharee" means any entity or software that accesses or receives Data shared to the Cloud.

1.15. "**Subscription 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 a number of Users to access the Software. You must not allow set Users in excess of the number of Subscriptions You have purchased. Subscriptions cannot be shared or used by more than one User, but a Subscription may be permanently reassigned to another User. You are responsible for the security and confidentiality of Subscriptions and any associated log-in details and are responsible for all acts and omissions of anyone who accesses the Services and Support through their use (regardless of whether they are authorized or undertaken by You) unless they are caused by Our breach of this EULA. You must notify Us promptly if You are aware of unauthorized use of a Subscription. If You wish to purchase additional Subscriptions, You may contact Us. The associated fees and Subscription Terms of these additional Subscriptions will be discussed with You at the time. You can only reduce the number of purchased Subscriptions by notifying Us before the 1st day of Your next Renewal. Subscriptions cannot be reduced during a Subscription Period, and no refunds will be made for any non-use or reduction of Users.

1.16. "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.

1.17. "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.

2. LICENSE.

2.1. License Grant. Subject to the terms and conditions of this EULA, SCIEX grants You (depending on the detailed SCIEX quotation) either a (i) a non-exclusive, non-transferrable, (except as related to the applicable Instrument designed to work with this Software), restricted license to use in conjunction with the applicable Instrument or the one applicable operating system, (ii) a Concurrent License, which is non-exclusive, non-transferrable (outside Your company) for the Authorized Number of computers and/or Authorized Number of networks per the SCIEX quote to you, or (iii) a Subscription License, which is non-exclusive, non-transferrable for the Authorized Number and specific individuals per the SCIEX quote to You.

You may make one copy of the Software in machine-readable form solely for backup or archival purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends found on the original. You may not make any other copies of the Software.

2.2. Support; Upgrades. This EULA entitles You to receive updates and upgrades, when and if released by SCIEX during the Warranty Period set forth in Section 16 herein. You are also entitled to limited phone and internet technical support related to the Software during the Warranty Period. You acknowledge this EULA does not entitle You to receive upgrades, updates or technical support related to the Software beyond the warranty period as set forth in Section 16.1. The aforementioned constitute additional services and may be purchased separately.

3. RESTRICTIONS.

3.1. Instrument. If the Software is provided for use with the SCIEX instrument to You, You hereby agree to only use the Software in accordance with the operation and the manner that is described in the documentation provided by SCIEX. If such Software is for acquisition software on the Instrument, you agree to only use such Software on the Instrument in which it was installed.

3.2. 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.

3.3. 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 .

3.4. Intellectual Property. You will not remove any proprietary, copyright, trade secret, or warning legend from the Software.

3.5. Research use only; not for use in diagnostic procedures. Unless You have licensed the Software for IVD use as specified in the applicable SCIEX quote, You acknowledge and agree this Software is intended for and shall only be used by You for research use only and not for use in diagnostic procedures. This 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 this 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. You shall bear sole responsibility for regulatory compliance, validation, and relevant approvals if You use the Software in regulated environments or purposes. Without limiting the foregoing, You acknowledge that any outputs generated by the AI Assistant are for research use only and must not be used for diagnostic, clinical, or patient management purposes.

4. SHARING OF DATA; DATA OWNERSHIP; DE-IDENTIFCATION OF DATA

4.1. This Software may provide features that enable you to share Data to the Cloud and that others (Sharees) may have access to or receive this Data. Unless otherwise stated herein, You acknowledge that you have the authority to share Data to the Cloud. You acknowledge that SCIEX is not a party to any arrangement between you and any Sharee of Data. Subject to the terms in Sections 13, 14 and 15, of this EULA, you acknowledge that SCIEX has no liability arising out of your sharing of Data and has no obligation to assist you in resolving disputes arising from your sharing of Data. For avoidance of doubt, Data ownership remains at all times with You.

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 (including any AI Assistant), provide any personal data as defined under HIPAA, GDPR, or such other applicable data protection law in the jurisdiction in which You operate.

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 6, 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 acknowledge 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. The AI Assistant may rely on third-party artificial intelligence services or customer-configured endpoints. SCIEX does not control such third-party services or connections and makes no representations or warranties regarding their availability, performance, security, or outputs. SCIEX does not provide support or guarantee ongoing integration support for products that are not a native part of SCIEX technology.

7.2. The Parties acknowledge that certain software provided under this EULA may include Open-Source Software, and that any use or distribution of such software shall be subject to the terms and requirements of the license applicable to such Open-Source Materials.

8. OWNERSHIP OF SOFTWARE.

8.1. You acknowledge that the Software in human-readable/source code form, including its structure, sequence, and organization, is and remains the Confidential Information and trade secret of SCIEX. The Software, including its structure, organization, code, user interface and associated documentation, is a proprietary product of SCIEX or its suppliers, and is protected by international laws of copyright. The law provides for civil and criminal penalties for anyone in violation of the laws of copyright.

8.2. Title, ownership rights and intellectual property rights in and to the Software shall at all times remain with SCIEX or their respective owners. All rights not specifically granted by this EULA, including federal and international copyrights, are reserved by SCIEX or their respective owners. Any data provided by You remains owned by you at all times, SCIEX does not claim ownership over any of such data. Any intellectual property rights data, text, audio, video, images, models or software generated by the AI Assistant shall belong to SCIEX.

9. AI FEATURES AND AI ASSISTANT

9.1 Nature of AI Outputs.

The AI Assistant is designed to provide informational and workflow support only. Outputs generated by the AI Assistant are probabilistic in nature and may be incomplete, inaccurate, or inappropriate.

9.2 User Responsibility and Verification.

You acknowledge and agree that:

9.2.1 all outputs generated by the AI Assistant must be independently reviewed and verified by appropriately qualified personnel prior to use;

9.2.2 You are solely responsible for any decisions, actions, or conclusions taken based on such outputs;

9.2.3 the AI Assistant does not replace professional judgment, laboratory validation, or scientific analysis, neither does it represent a sole source of truth or factual information; and

9.2.4 You may not represent that output generated by the AI Assistant was human-generated or as original works when it was not.

9.3 No Autonomous Functionality.

The AI Assistant does not perform actions independently, does not control instruments, and does not execute workflows or processes without Your explicit direction.

9.4 Restricted Use; Regulatory Environments.

The AI Assistant is not intended for use in diagnostic, clinical, or other regulated decision-making environments and must not be used for such purposes.

Where the Software is licensed for in vitro diagnostic (IVD) use, AI Assistant functionality may be disabled or unavailable and You agree to notify SCIEX if the AI Assistant is available in the event of an IVD license.

9.5 Third-Party AI Services.

The AI Assistant may rely on third-party artificial intelligence services or customer-configured endpoints. SCIEX:

9.5.1 does not control such services;

9.5.2 is not responsible for their performance, availability, security, or outputs; and

9.5.3 disclaims all liability arising from or related to their use.

9.6 Customer-Configured Third-Party AI Connections.

Where the Software enables You to configure a connection to an external third-party artificial intelligence service or platform (including, without limitation, generative AI services such as large language model providers) (each, a "Third-Party AI Service"), the following additional terms apply:

9.6.1 Your Connection; Your Responsibility. Any connection from the Software to a Third-Party AI Service is initiated and controlled solely by You. SCIEX does not operate, manage, or have any responsibility for such Third-Party AI Services. You are solely responsible for: (a) entering into and complying with the terms of service, acceptable use policies, privacy policies, and all other applicable terms of the relevant Third-Party AI Service provider; (b) ensuring that Your use of any Third-Party AI Service is lawful, including compliance with all applicable data protection, privacy, and export control laws; and (c) all acts and omissions carried out through or in connection with Your configured connection.

9.6.2 Data Controller; Personal Data. You are the data controller (or equivalent under applicable law) for any personal data You choose to transmit to a Third-Party AI Service. SCIEX is not responsible for, and has no control over, how any Third-Party AI Service collects, uses, processes, stores, or transfers such data. You are solely responsible for ensuring that You have a valid legal basis under applicable law (including, where applicable, the General Data Protection Regulation (EU) 2016/679 ("GDPR")) for any personal data transmitted, and for putting in place any required data transfer mechanisms (including, where required, Standard Contractual Clauses or equivalent safeguards) directly with the relevant Third-Party AI Service provider.

9.6.3 No Warranty of Third-Party AI Outputs. SCIEX does not review, endorse, or warrant the accuracy, completeness, suitability, or safety of any output generated by a Third-Party AI Service. You accept full responsibility for evaluating and verifying any such output before acting on it. Section 16 (Limited Warranty and Limitation of Remedies) and Section 17 (Limitation of Liability) apply in full to any claim arising out of or related to Third-Party AI Services.

9.6.4 Indemnification. You agree to defend, indemnify, and hold harmless SCIEX, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Your connection to or use of any Third-Party AI Service; (b) Your failure to comply with the terms of any Third-Party AI Service provider; or (c) any personal data or other data You transmit to a Third-Party AI Service.

9.7 Third-Party AI Connections.

You control any connection to third-party AI software and YOU accept the risk of any output generated by the external AI service. SCIEX does not warrant the accuracy or suitability of such output and nor does SCIEX review what output you input into any such third-party software. You confirm Your acceptance of the terms set out in Section 9.6 above and Your agreement to take full responsibility for the connection and any outputs generated by the Third-Party AI Service.

9.8 Data Inputs and Use.
You acknowledge that inputs provided to the AI Assistant may be transmitted to external systems for processing. You are solely responsible for ensuring that:

9.6.1 such inputs do not contain confidential, sensitive, or personal data in violation of this EULA or applicable laws; and
9.6.2 Your use complies with all applicable data protection, privacy, and regulatory requirements (including, where applicable, the EU Artificial Intelligence Act and similar laws).

9.9 Disclaimer of AI Outputs.
Without limiting Section 16, SCIEX makes no representations or warranties regarding the accuracy, completeness, reliability, or suitability of any output generated by the AI Assistant.

9.10 Variability of Outputs.
You acknowledge that AI-generated outputs may vary for similar inputs and may change over time as models and systems are updated.

10. **CLOUD SERVICES AND TRIAL VERSIONS**. As applicable, You shall abide by any third-party terms and conditions that may be required for the use of any Cloud services that You may use in conjunction with the Software. You also acknowledge that any Software that is provided to You on a trial basis, may automatically cease functioning or be discontinued by SCIEX at the end of the trial period.
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11. **EXPORT REQUIREMENTS.** You acknowledge 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 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”).
You will 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 may terminate this EULA immediately if you are in violation of any applicable laws or regulations.

12. **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.

13. **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.

14. **INDEMNIFICATION.** To the maximum extent permitted by law, You shall defend, indemnify and hold harmless SCIEX, 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 this Software for any purpose that is not explicitly stated herein and for your use in violation of any representation or warranty the customer gives in this EULA. This includes, but is not limited to, claims related to unauthorized disclosure or exposure of personally identifiable information.

16. LIMITED WARRANTY and LIMITATION OF REMEDIES.

16.1. SCIEX warrants that for a period of three-hundred-sixty-five (365) days from the date of shipment to you by SCIEX or its authorized distributors 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 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.

16.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS LICENSED TO YOU "AS IS" SCIEX 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 OR MERCHANTABILITY OR NON-INFRINGINGMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. FOR AVOIDANCE OF DOUBT, OUTPUTS GENERATED BY ANY AI ASSISTANT ARE PROVIDED "AS IS". OUTPUTS ARE NOT WARRANTED TO BE ACCURATE, COMPLETE, OR FIT FOR ANY PARTICULAR PURPOSE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR VERIFYING SUCH OUTPUTS AND FOR ANY DECISIONS OR ACTIONS TAKEN IN RELIANCE ON THEM.

17. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL SCIEX BE RESPONSIBLE OR LIABLE IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SCIEX 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 AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER THIS EULA, OR ARISING OUT OF THE USE OF THE SOFTWARE, ANY THIRD PARTY CONNECTIONS TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO AI APPLICATIONS, 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, OR, FOR PERPETUAL LICENSE HOLDERS, THE LICENSE FEES ACTUALLY PAID TO SCIEX FOR THE SOFTWARE IN THE LAST FIVE YEARS.

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. Order of Precedence. In the event of a conflict between this EULA, any SCIEX quotation, purchase order, or other commercial document, the following order of precedence shall apply: (i) This EULA then (ii) the SCIEX quotation.

24.2. Audit Rights. Upon reasonable prior written notice and during normal business hours, SCIEX may request information reasonably necessary to confirm Your compliance with this EULA, including compliance with the applicable license type, Authorized Number, Subscription License, and Subscription Term.

Any such review shall be conducted in a manner intended to minimize disruption to Your normal business operations and shall be limited to information reasonably related to use of the Software. SCIEX will take into account Your reasonable confidentiality and security requirements in connection with any review.

If a review indicates that Your use of the Software exceeds the scope permitted under this EULA, SCIEX will notify You and the parties will work together in good faith to address the issue, which may include adjustment of license quantities or payment of applicable fees. SCIEX shall bear its own costs in connection with any such review.

All information made available in connection with a review shall be treated as Confidential Information in accordance with this EULA.

24.3. 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.

24.4. 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.

24.5. 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.

24.6. Headings. The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning.

24.7. Contact. All questions concerning this EULA shall be directed to: SCIEX, 250 Forest Street, Marlborough, MA, 01752, U.S.A., Attention: Legal Department. All notices that are required under this Agreement will be in writing and will be considered effective upon receipt, provided that there is proof of delivery by a third party or written acknowledgement by the recipient. The notices addressed to SCIEX shall be sent to its address set out above. The notices addressed to Licensee shall be sent to its address set forth in the applicable price quotation from SCIEX.

24.8 SCIEX Assignment: SCIEX may assign this EULA to any one of its affiliates or successors in interests.

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.

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:
https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

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Cloud Services:

AWS CLI

Amazon hosting services: https://aws.amazon.com/legal/service-level-agreements/