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

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

THE USE OF THE SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH INCLUDE RESTRICTIONS, LIMITATIONS AND WARRANTY AND LIABILITY DISCLAIMERS. BY INSTALLING OR USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE LICENSE TERMS, THEN (A) DO NOT INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

1. DEFINITIONS.
   - The term “SCIEX”, as used in this EULA, means AB SCIEX Pte Ltd and its subsidiaries and affiliates.
   - The term “you” or “Licensee” means the licensee authorized by this EULA to use the Software.
   - The terms “EULA,” means this SCIEX Software License Terms including any and all Appendices.
   - The term “Software” means the one or more computer programs in object form that accompany this EULA including any updates, additions and copies, and related explanatory materials.
   - The term “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.
   - The term “Cloud” means third party servers and networks.
   - The term “Sharee” means any entity or software that accesses or receives Data shared to the Cloud.
   - The term “Authorized Number” means one unless: (a) otherwise specified in this EULA; or (b) the Software uses registration codes, in which case the number of licensed copies of Software is controlled by the registration codes.

2. LICENSE GRANT.
   - Subject to the terms and conditions of this EULA, SCIEX grants you a non-exclusive, non-transferrable, restricted license to use the Software on an Authorized Number of computers (or in an Authorized Number of networks, if your Software is either designated as a network version or is instrument operating software).
   - 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.
   - This license does not entitle you to receive upgrades, updates or technical support. Such services may be purchased separately.
3. RESTRICTIONS.

- If the Software is instrument operating software, you may use the Software only for the operation of the instrument on which the Software is installed and you may only use the Software in the manner described in the documentation with the instrument in a manner recommended by SCIEX.
- You may not sublicense, copy, merge, modify, sell, resell, rent, lease, assign, transfer, or distribute the Software, or create derivative works based on the Software, or any part thereof or any interest therein.
- You may 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.
- You may not remove any proprietary, copyright, trade secret or warning legend from the Software.
- RESEARCH USE ONLY. You acknowledge and agree this Software is not intended by, and has not been designed by SCIEX, to be used for patient care purposes, including without limitation, use in diagnosing or treating patients. You assume the sole risk and liability for using this software for any purpose other than the conduct of research. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Ab 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 use of this Software for any purpose other than the conduct of research.

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

- You agree that SCIEX may use the Data in connection with the normal operation of this Software, including without limitation, sharing the Data to the Cloud. Unless otherwise agreed, SCIEX obtains no rights in the Data.
- 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. You are solely responsible for the decision to share Data. You acknowledge that once you have shared Data it is no longer under your control and the Sharee of that Data is free to use that shared Data. For example, the Sharee of that Data may be able to download that Data to their own computer and further disseminate that Data to others, even if your Data is later removed from the Cloud or you disable sharing of that Data. You agree that you have the authority to share Data. You acknowledge that SCIEX is not a party to any arrangement between you and any Sharee of Data. Subject to the limits in Sections 13 and 14, you acknowledge that SCIEX has no liability arising out of your sharing of Data. SCIEX has no obligation to assist you in resolving disputes arising from your sharing of Data.
- When uploading, transmitting, or modifying Data that contains information of a person, 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, EU Data Protection Directive (offically known as Directive 96/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data), Personal Data Protection Act 2012 (No. 26 of 2012)). For example, you will not provide the name, date of birth, address, social security, government issued identification number, or any other information that could directly or indirectly identify the individual from whom any genomic or other information was derived.

5. THIRD PARTY SOFTWARE & RESTRICTIONS. This Software may include software products licensed by the following third party provider(s) 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 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 are 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.

6. OWNERSHIP OF SOFTWARE.

- You acknowledge that the Software in human-readable (source code) form, including its structure, sequence, and organization, is and remains the confidential 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.

- 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.

7. TRIAL VERSIONS. If the Software is provided to you on a trial basis, you are hereby notified that license management software may be included to automatically cause the Software to cease functioning at the end of the trial period.

8. EXPORT REQUIREMENTS. If you export, re-export or import the Software, technology or technical data licensed hereunder, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will not export, re-export or import, directly or indirectly, the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or other applicable United States law. SCIEX may terminate this EULA immediately if you are in violation of any applicable laws or regulations.


11. LIMITED WARRANTY and LIMITATION OF REMEDIES.

- SCIEX warrants that for a period of ninety (90) 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 repair or replace the Software so that it shall so comply, or, at SCIEX’s option, refund the fees paid by you for the Software that exhibits such noncompliance. The foregoing 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.

- EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS LICENSED TO YOU “AS IS”. AB 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 THAT THE SOFTWARE IS NON-INFRINGEMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL AB SCIEX BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF AB 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 AB SCIEX AND ITS AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER THIS EULA, OR ARISING OUT OF THE USE OF THE SOFTWARE, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES PAID UNDER THIS EULA.

13. TERMINATION.

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. SCIEX may terminate this EULA if you fail to comply with all of its terms, in which case you agree to discontinue using the Software, remove all copies from your computers and storage media, and return the Software, and all copies thereof, to SCIEX.

14. GENERAL.
This EULA shall be governed by laws of the Commonwealth of Massachusetts, U.S.A., exclusive of its conflict of laws provisions. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This EULA contains 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. 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. The controlling language of this EULA, and any proceedings relating to this EULA, shall be English. The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning. All questions concerning this EULA shall be directed to: SCIEX, 500 Old Connecticut Path, Framingham MA U.S.A., Attention: Legal Department.

V7/22/2021
THIRD PARTY SOFTWARE

This Software includes software products licensed by the following third parties:

- Apache License, Version 2.0, January 2004 (“Apache License”). For the Apache License, refer to the following link: https://www.apache.org/licenses/LICENSE-2.0
- MIT License: Copyright (c) 2020

THIRD PARTY PRODUCTS ADDITIONAL LICENSING TERMS & CONDITIONS

ILLUMINA BASESPACE, TERMS AND CONDITIONS

(This Section is based on the terms of Illumina’s BaseSpace Developer and Publication Agreement, and only applies to Software to be published on BaseSpace.) You hereby agree that Illumina and its affiliates are third party beneficiaries under this Agreement. Illumina and its affiliates are not responsible for the content of, use of, or performance of the Application.