

License Agreement

IMPORTANT: This License Agreement (this “**Agreement**”) is a legal agreement between you (“**Customer**”) and **Revvity Signals Software, Inc.**, with its principal office at 77 4th Avenue, Waltham, Massachusetts 02451 (“**Revvity Signals**”). These terms and conditions should be carefully read prior to submitting a purchase order for the Software (as defined below) or electronically downloading the Software licensed under this Agreement. Customer acknowledges that it has read and agrees to the terms and conditions of this Agreement and Customer’s assent to this Agreement shall be presumed from Customer’s submission of its purchase order or use of the Software. Any pre-printed terms and conditions in Customer’s purchase order shall be invalid under this Agreement. If Customer’s purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions contained in this Agreement or in Revvity Signals’ quote, acceptance of any order by Revvity Signals shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Revvity Signals of any of the terms and conditions contained in this Agreement or in Revvity Signals’ quote, and such additional or contrary terms shall be of no force and effect. Customer further agrees that the Software is accepted as delivered (“**Acceptance**”); that acceptance of the Software is not dependent on any remaining services, future features or functionality, conditions or contingencies; that there are no other written or verbal agreements with respect to Acceptance; and that, following Customer’s submission of its purchase order, Customer is obligated to pay the license, maintenance and/or professional services fees set forth in Revvity Signals’ quote. If you do not accept these terms, you must not submit a purchase order and you must cease using and destroy all copies of the Software immediately.

1. License.

1.1 Grant and Restrictions. Subject to the terms and conditions of this Agreement and Customer’s payment obligations hereunder, Revvity Signals grants to Customer a nonexclusive, nontransferable, limited license to use the indicated components of software through object code (together with the software documentation, the “**Software**”), for the number of users, term and other specifications as described in Revvity Signals’ quote, solely for Customer’s internal business use and not for commercial or resale purposes. This license is for use of the Software by Customer and Customer’s employees, agents, representatives, contractors, consultants, and collaborators for whom Customer grants a license to use the Software (“**User(s)**”). Customer shall ensure and is responsible for its Users’ compliance with the terms and conditions of this Agreement, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer shall be deemed a breach of this Agreement by Customer.

1.2 Except as otherwise specifically stated on the applicable quote, Spotfire® products included as part of the Software are licensed solely for:

- (a) applications related to the testing (clinical trials, studies and research) of human populations to determine the safety and efficacy of medications, devices, diagnostic products and treatment regimens, including pre-approval (phases 1-3) and post-approval (phase 4) clinical trials, operational data on trial execution, safety risk monitoring (pre and post marketing pharmacovigilance), and adverse event tracking, but excluding outcomes research, health economics, and management of clinical operations;
- (b) research and development applications including quality assurance, quality control, solutions and use cases in the fields of healthcare provision, diagnostics, translational medicine, life sciences, environmental, academia (including, for clarity, academic uses by institutional departments, faculty, staff and students), government, biotechnology, chemicals, foods, consumer product goods, agriculture and petrochemicals and specifically including (i) the analysis of data for the purposes of biology; chemistry; the discovery and/or characterization of drugs, and diagnostics in the fields of life sciences, biotechnology, translational medicine, and diagnostics (except as related to clinical development applications); (ii) analysis of data for chemical and material research and discovery in the field of petrochemicals; and (iii) analysis of data from all procedures undertaken to ensure the identity and purity of a particular chemical, food ingredient or pharmaceutical, ranging from a chemical experiment to screen for and identify substances to complex pharmacopeia monographs, in the fields of chemicals, foods, consumer product goods, pharmaceutical, life science, and biotechnology, but specifically EXCLUDING analysis of data (y) directly related to the provision of healthcare, and (z) for oil, mineral and natural gas exploration in the field of petrochemicals; and
- (c) other applications in the fields of pharmaceuticals, medical devices, diagnostics, translational medicine, life sciences instrument and reagent supply, academia (including, for clarity, academic uses by institutional departments, faculty, staff and students), or biotechnology.

Any other use is prohibited. Revvity Signals hereby reserves all rights not expressly granted to Customer.

1.3. Evaluation License. If the Software is being provided to Customer for demonstration or evaluation purposes only, Customer agrees: (a) to use the Software solely for such purpose; (b) that the Software will not be deployed in a production or development environment or be used for the production or development purposes of the Customer or any other third party; (c) that the Software is provided “AS IS” and “as available” without maintenance or any warranties whatsoever; and (d) the evaluation period shall be as specified in the specific quote issued to Customer (“**Evaluation Period**”). Customer’s right to use the Software for evaluation purposes shall terminate immediately upon expiration of the Evaluation Period, at which time Customer shall return or destroy, at Revvity Signals’ selection, all copies of the evaluation Software licensed hereunder.

2. Title. Revvity Signals and its licensors shall retain all right, title and interest in and to the Software and in all copies, improvements, enhancements, modifications and derivative works of the Software, including, without limitation, all rights to patent, copyright, trade secret and trademark. Customer may make up to three (3) copies of the Software for development and testing support, or archival and disaster recovery purposes. All proprietary notices incorporated in or affixed to any Software, documentation or materials shall be duplicated by Customer on all copies and shall not be altered, removed or obliterated. Customer may not, directly or indirectly, in whole or in part: (a) modify, translate, reverse engineer, decrypt, disassemble, decompile, create derivative works based on, or otherwise attempt to discover the Software source code or underlying ideas, techniques or algorithms, including the review of data structures or similar materials produced by the Software; (b) lease, rent, loan, commercially share (including time-share or electronically transmitting over a network to a third party) or otherwise permit use of the Software in connection with a service bureau or other configuration whereby any third party may use the Software; (c) use versions of third party products embedded in Software, if any, for any use other than the intended use of the Software; (d) combine the Software with prohibited software (software that is distributed as free software, open source software or similar licensing/distribution models or distributed under the GNU General Public License); (e) use the Software in connection with any ultra hazardous activity; (f) release the results of benchmark testing using the Revvity Signals Software; and (g) transfer or assign possession or allow use of any copy of the Software to another party other than as specifically permitted under this Agreement. Software may provide access either directly or indirectly to database content or other external sites owned or licensed by Revvity Signals and/or third parties and protected under copyright and other laws of the United States, under international conventions or similar laws elsewhere; all rights are reserved by the content owners. Revvity Signals is not responsible for the availability or content of any databases or external sites, nor does Revvity Signals endorse, warrant, or guarantee the products, services, or information described or offered therein. Customer cannot assume that the external sites will abide by the same privacy policy or terms to which Revvity Signals adheres,

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and use of such sites is subject to the terms and conditions of the particular site.

3. **Maintenance.** Upon delivery of the Software, Revvity Signals will provide maintenance services for the Software to operate in substantial accordance with its documentation, provided that Customer purchases such maintenance services in its purchase order (either separately or as may be included in the license subscription). During the subscription or maintenance services term, Customer shall notify Revvity Signals of any identified program error and shall provide Revvity Signals with information sufficient to locate and duplicate the error; and Revvity Signals shall use reasonable efforts to provide workarounds for, and to correct reproducible programming errors in, the Software with the level of effort commensurate with the severity of such errors. Revvity Signals is not responsible for (a) errors caused by non-Revvity Signals software or hardware or any Software integrations; (b) errors that cannot be reproduced under test conditions; (c) errors caused by unauthorized modifications; (d) errors due to Customer's failure to follow the Software's operating procedures; or (e) maintenance services on releases older than one major release prior to the then-current version of the Software. Customer shall ensure that all of its support contacts receive training in the use of the Software. The hours of operation for customer support are from 8 a.m. until 8 p.m. US Eastern Standard Time, if in the US; CET, if in Europe; and Japan Time, if in Asia Pacific, Monday through Friday except holidays. Bug fixes and patches which are modifications to address functional defects and related documentation are provided as part of maintenance services. Upgrades providing new functionality for which Revvity Signals does not charge a separate fee and enhancements to the Software within the functional domain of the licensed components are also included as part of maintenance services. For the avoidance of doubt, installation of or migration to new software versions is considered professional services and is not included in maintenance services. When purchased separately, maintenance is renewed annually, as adjusted in accordance with section 6 herein, unless either party provides the other written notice of its intention not to renew at least sixty (60) days prior to expiration of the then-current term. In the event that Customer elects not to renew maintenance, and subsequently reinstates maintenance services at a later date, Customer shall pay to Revvity Signals all maintenance fees that would have been payable from the time Customer discontinued maintenance services.

4. **Professional Services.** Unless Customer and Revvity Signals have mutually executed a separate agreement to govern Revvity Signals' provision of professional services, any professional services purchased by Customer pursuant to the applicable quote shall be governed by the Professional Services Terms and Conditions located [here](#) and incorporated herein by reference (the "**Professional Service Terms**"). To the extent of any conflict or discrepancy in the terms of this Agreement and the Professional Service Terms, the Professional Service Terms shall control as to the Professional Services being provided.

5. **Term.** The Software is licensed for the term specified in Revvity Signals' acknowledgment of Customer's purchase order, unless terminated earlier due to Customer's material breach which remains uncured for thirty (30) days from date of written notice of such breach. Upon the expiration or earlier termination of this Agreement or the Software license term, Customer must cease using the applicable Software, and each party will return the other party's property. Sections 2 and 6 through 12 shall survive the expiration or termination of this Agreement.

6. **Fees.** Customer shall pay the fees and expenses as set forth in the applicable invoice net thirty (30) days from Revvity Signals' invoice. Payment for fees and expenses is subject to a late charge of 1½% per month if unpaid for thirty (30) days or more from invoice date. Once due, all license fees are nonrefundable and non-cancelable. Revvity Signals reserves the right to increase any license or maintenance fees for any future purchase or renewal term, and such price increase shall be set forth in any quote provided to Customer for such purchase or renewal. Customer acknowledges and agrees that Revvity Signals may or has delegated certain order processing, invoicing and/or payment responsibilities to its affiliates located outside of the United States, and Customer shall pay the Revvity Signals affiliate as directed in the applicable invoice.

7. **Taxes.** Customer is responsible for any applicable taxes, including sales, use, GST, VAT, customs, or excise tax triggered by these transactions, excluding only those taxes based upon the net income of Revvity Signals. Revvity Signals may, at its option, include in its invoices the taxes for which Customer is liable.

8. **Confidentiality.**

(a) "**Confidential Information**" means all non-public information provided by or on behalf of a party to the other party related to the disclosing party's business, including but not limited to Revvity Signals' Software (object, generated and source code), documentation, pricing, the terms of this Agreement, and proposals.

(b) Each receiving party agrees to receive and hold any Confidential Information of disclosing party in confidence and agrees: (i) to use reasonable efforts to protect the Confidential Information against unauthorized use, publication or disclosure; (ii) not to use any Confidential Information except as for the purpose of performing its obligations or exercising its rights under this Agreement or otherwise as specifically authorized by the disclosing party; (iii) not to use any Confidential Information to unfairly compete; and (iv) to restrict access to Confidential Information to those of its and its affiliates' officers, directors, employees and agents who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality at least as stringent as those set forth herein.

(c) Confidential Information does not include information that: (i) is in the public domain at the time of its disclosure or subsequently enters the public domain through no breach of this Agreement by the receiving party; (ii) is already known to the receiving party before the date of disclosure; (iii) becomes known to the receiving party without obligations of confidentiality from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information; or (iv) is independently developed by the receiving party without use of or access to disclosing party's Confidential Information. If any Confidential Information is required to be disclosed by an order of a governmental agency, legislative body or court of competent jurisdiction, the receiving party may disclose such information, provided that the receiving party (i) provides the disclosing party with prompt notice of such request or requirement so that the disclosing party may pursue a protective order or other appropriate remedy and (ii) furnishes only that portion of the Confidential Information which the receiving party is advised by counsel is legally required to be so disclosed.

9. **Indemnification.** Revvity Signals will indemnify and hold Customer harmless from any claim that the Software infringes upon the United States intellectual property rights ("**IPR claim**") of any third party provided the Software has not been modified by Customer or a third party. Customer will indemnify and hold Revvity Signals harmless from any claim from a third party (other than an indemnifiable IPR claim) arising from Customer's use of the Software. In all instances, the party seeking indemnification must provide prompt written notice describing the claim, and cooperate in all reasonable ways with the indemnifying party. Each party will be entitled to control any proceedings or litigation for which it is indemnifying the other.

10. **Limitation of Liability.** REVVITY SIGNALS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE USE OF THE SOFTWARE OR PROVISIONS OF ANY SERVICES, EVEN IF REVVITY SIGNALS HAS BEEN ADVISED ABOUT OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REVVITY SIGNALS' LICENSORS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL. REVVITY SIGNALS' AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES PAID TO REVVITY SIGNALS BY CUSTOMER FOR THE SOFTWARE OR PROFESSIONAL SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE CAUSE OF ACTION. TO THE FULLEST EXTENT PERMITTED BY LAW, REVVITY SIGNALS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF

License Agreement

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES AND THEREFORE REVVITY SIGNALS' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Security Mechanisms. Revvity Signals and its affiliated companies take all legal steps to eliminate piracy of its software products. The Software may include a security mechanism which collects and transmits usage data for the purpose of detecting the installation or use of illegal copies of the Software. Data collected will not include any customer data created with the Software. Upon Acceptance, Customer consents to such detection and collection of data, as well as its transmission and use. Revvity Signals also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. Customer may not take any steps to avoid or defeat the purpose of any such measures. Use of the Software without the required lock device or authorization key provided by Revvity Signals is strictly prohibited.

12. General.

(a) In the event of any dispute, which cannot be readily resolved, the parties will each escalate the matter to senior management who will meet in person or by telephone within 15 days to attempt to resolve the dispute.

(b) Customer shall not assign or delegate any rights or responsibilities under this Agreement without Revvity Signals' prior written consent. Any such attempted assignment shall be void. For the purposes of the foregoing, a change in control of Customer is deemed to cause or attempt to cause an assignment of this Agreement and shall require Revvity Signals' prior written consent.

(c) If Customer, or its permitted successors or assigns, enters into an Extraordinary Corporate Event (as defined below) during the license or subscription term for any Software purchased pursuant to this Agreement, Customer shall not issue, activate or permit the use of a greater number of licenses of Software for use by Customer, Customer's users or any third party involved in such Extraordinary Corporate Event than (i) was purchased by Customer as set forth in the applicable quote or (ii) in the case of an enterprise or unlimited use license, was issued or activated by Customer and in actual use by Named Users of Customer immediately prior to the effective date of the Extraordinary Corporate Event. "**Extraordinary Corporate Event**" means any transaction whereby Customer, or any division or business unit of Customer, (a) divests, sells or otherwise transfers to a third party such division or business unit, or all or substantially all of Customer's (or such division's or business unit's) operations and/or assets to which the Software relates, or (b) merges, combines or consolidates with a third party or any division or business unit thereof, or (c) acquires all or substantially all of the assets of any third party, including a division or business unit thereof; in each case which, prior to such transaction, was not part of the Customer or its legal or corporate structure. "**Named Users**" shall mean an identified or identifiable person to which a license has been assigned by Customer, as shown by documented evidence. Customer shall provide to Revvity Signals a report detailing the number of licenses deployed and in actual use by Customer: (i) immediately prior to the closing of Extraordinary Corporate Event within sixty (60) days of such Extraordinary Corporate Event and (ii) at any other time upon Revvity Signals' written request.

(d) With at least 45 days prior written notice and no more than once per calendar year, Customer may conduct an audit/inspection of Revvity Signals (but not its licensors) for the purpose of ensuring supplier quality software development and compliance with this Agreement, including documentation related thereto. All audits/inspections shall be subject to the following conditions: (i) Customer's account must be in good standing as determined by Revvity Signals; (ii) written notice requesting the audit/inspection must specify the intended audit scope; (iii) duration of audit/inspection shall not exceed two (2) business days; (iv) the audit/inspection must be conducted during Revvity Signals' normal business hours, with minimal disruption to Revvity Signals' business, and at Customer's sole expense; and (v) Customer's auditor must be identified to Revvity Signals in advance and may be an independent, external auditor so long as such third party auditor is reasonably acceptable to Revvity Signals. Each such audit/inspection shall be subject to, and wholly covered by, the confidentiality obligations of this Agreement or a separately executed confidentiality agreement upon Revvity Signals' request.

(e) Revvity Signals and Customer agree that each will, from and after the date of this Agreement, execute and deliver such other documents, including providing written confirmation to Revvity Signals auditors, and take such other actions as may reasonably be requested to accomplish the transactions contemplated hereunder. Revvity Signals reserves the right to audit Customer's compliance under this Agreement once a year.

(f) Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.

(g) The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of any part thereof or the right to thereafter enforce every such provision

(h) This Agreement, together with the applicable quote, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter hereof. Revvity Signals' acceptance of Customer's purchase order (which Revvity Signals may communicate via electronic notification to Customer) is expressly conditioned on Customer's assent to these terms and conditions. This Agreement shall not be modified except in a writing signed by an authorized representative of each party.

(i) Customer acknowledges that the Software is subject to the export control laws and regulations of the United States. Customer agrees to fully comply at all times with all such export laws and regulations, including but not limited to, the prohibition to export, re-export, sell, supply, transfer or transmit, directly or indirectly, the Software, to any denied or restricted parties or any embargoed countries, and the prohibition on use of the Software, directly or indirectly for: (1) the research, design, development, production, testing, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons; (2) the research, design, development production, testing, handling, operation, or storage of rocket systems (including but not limited to, ballistic missiles, space launch vehicles and sounding rockets) or unmanned air vehicles (including but not limited to, cruise missile systems, target drones and reconnaissance drones); and (3) nuclear explosive activities, unsafeguarded nuclear activities or nuclear fuel-cycle activities (whether safeguarded or unsafeguarded).

(j) This provision applies to all Software acquired directly or indirectly by or on behalf of the United States Government. The Software is a commercial product, licensed on the open market and was developed entirely at private expense and without the use of any U.S. Government funds. Use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation, including technical data, manuals or materials, by the U.S. Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies and is further restricted according to the terms of this Agreement and any amendment hereto.

(k) This Agreement will be governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted.

(l) The Agreement shall not be interpreted to create an agency or consignment relationship and neither party is a partner, employee, agent or joint venture partner of, or with, the other.