Product Terms of Sale

IMPORTANT – READ CAREFULLY: USE OF CELL SIGNALING TECHNOLOGY EUROPE, B.V. ("CST") PRODUCTS IS SUBJECT TO THE AGREEMENT BELOW. BY PURCHASING CST PRODUCTS YOU ACCEPT THE TERMS OF THIS AGREEMENT WITH CST. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CANCEL YOUR ORDER AND RETURN THE PRODUCT UNOPENED AND UNUSED AS DIRECTED BELOW TO CANCEL YOUR INVOICE OR RECEIVE A FULL REFUND.

1. Agreement. These are the standard terms and conditions ("**Terms**") under which Cell Signaling Technology Europe, B.V. ("**CST**") sells and otherwise transfers (i) CST off-the-shelf catalog products ("**Catalog Product**"), (ii) products manufactured according to Customer's specifications, including bulk and custom formulation (**"Custom Product**"); (iii) instruments (including components thereof) for life science research ("**Instruments**"); and (iv) SoftGenetics® third party software offered by CST ("**SoftGenetics Software**"). Catalog Product, Custom Product, Instruments, and SoftGenetics Software are collectively referred to as "**Product**" unless otherwise specified. **"Instrument Software"** means any and all firmware programs and associated files that are incorporated, embedded or otherwise provided by CST with the Instruments; any and all software programs or applications and associated files provided that are incorporated, embedded or otherwise provided by CST with the Instruments; all modified versions of and upgrades or improvements to such programs provided by CST (such as those provided via web-based updates); and all copies of such programs and files. **"Documentation"** means the documentation provided by CST in connection with the Instruments and/or Instrument Software. These Terms apply to any person or entity purchasing or otherwise receiving Product directly or indirectly from CST, a CST affiliate or a CST distributor, and any person or entity using Product ("**Customer**"). These Terms apply to any order for Product regardless of the mode of ordering (e.g., Internet, electronic, e-mail, telephone, facsimile) employed to effect purchase or transfer of Product ("**Order**"). The sole exception to the applicability of these Terms is the existence of an Inter-Company Agreement (as set out in Section 2) at the time an Order is received for Product covered by the Inter-Company Agreement.

Some of CST's Products are subject to third party intellectual property licenses, software licenses, or other contract terms that Customer will not find here ("**Supplementary Terms**"). If such Supplementary Terms exist for Product being purchased, they will be found in a product insert or written agreement that accompanies or is associated with the Product. Supplementary Terms for SoftGenetics Software are found in click-wrap agreements associated with the SoftGenetics Software, copies of which are attached hereto as Appendix B-1 and Appendix B-2. Supplementary Terms flow down to any end-user and apply in the case of authorized or unauthorized use of Product by Customer or any other end-user. If Customer is uncertain if any Supplementary Terms exist for Product, Customer should contact CST's Customer Service as provided at customerservice.eu@cellsignal.com.

Customer's placement of an Order for Product is Customer's agreement to be bound by these Terms and any Supplementary Terms. An Order accepted by CST (excluding any additional, different or conflicting terms other than Product identification, quantity and Custom Specifications), these Terms, and any Supplementary Terms are collectively referred to herein as an "**Agreement**".

2. Exclusive Terms of Sale and Transfer. Unless there is an Inter-Company Agreement in force, an Agreement represents the entire agreement between Customer and CST with regard to the subject matter hereof and supersedes and replaces any previous course of dealing, course of performance or trade usage, and any previous agreements between Customer and CST (whether written or oral), regarding such subject matter; provided however that if CST and Customer have a previous agreement governing any confidential information (a

"**Confidential Disclosure Agreement**"), such Confidential Disclosure Agreement will remain in full force and effect solely with respect to the confidential information disclosed thereunder prior to the Order date. Any additional, different or conflicting terms that Customer may provide or appearing in or referenced in Customer's Order or other purchase or confirming document, whether or not such would materially alter any Agreement, are material alterations which CST expressly objects, and are not terms of any Agreement to which CST is bound.

CST reserves the right to change these Terms at any time. Any change to these Terms will not apply to an Agreement for any Order CST received before the change is in effect. The most recent revision date can be found at the end of these Terms.

CST in its sole discretion may from time-to-time enter into a separately negotiated written agreement executed by a duly authorized representative of CST for the supply of certain Product with terms different or in addition to these Terms ("**Inter-Company Agreement**"). The terms of any Inter-Company Agreement only apply to Orders as of the effective date of the Inter-Company Agreement and only apply to Orders of Product covered by the Inter-Company Agreement.

3. **Ordering.** CST provides several methods for submitting Orders for Product: Internet, electronic, e-mail, facsimile and telephone. For specific information on how to place an order, please visit CST online at http://www.cellsignal.com/about/orderInformation.jsp or https://www.bioke.com/. An Order shall set forth identification and quantity of the desired Product(s) and Custom Specifications for Custom Product requests. Customer must provide complete and accurate contact and billing information. Failure to provide complete and accurate contact and billing information constitutes a breach of these Terms, and may result in Order processing delays or Order cancellation. Customer's order for and purchase of Product is expressly conditioned on Customer's agreement to these Terms and any Supplementary Terms. All Orders are subject to CST's acceptance in accordance with Section 5. Written confirmation of an Internet, electronic, e-mail, facsimile or telephone Order is not required. If confirmation of an Order is sent by Customer, it must be prominently marked "CONFIRMING ORDER, DO NOT DUPLICATE".

4. Order Cancellation. Customer may not cancel or change an Order once the Order has been packaged except on a case-by-case basis with written acknowledgment by CST and, in any case, Customer may not cancel or change an Order after shipment of Product. Orders that are not cancellable may be eligible for return according to Section 12. Custom Product Orders are not eligible for cancellation after twenty four (24) hours from CST's receipt of an Order.

5. Order Acceptance. All Orders are subject to acceptance by CST either in writing or by shipping Product. CST may accept any Order in whole or in part. CST reserves the right to refuse or cancel an Order for any reason including limitations on quantities available, inaccuracies in ordering or billing information, errors in Product or pricing information, or any other potential problem identified by CST. CST will contact Customer if any portion or all of an Order is canceled or if additional information is required to accept the Order; on the condition that Customer has provided e-mail contact information at the time of Order. All Orders are accepted on the condition that any additional, different or conflicting terms, whether or not such would materially alter any Agreement, appearing in or referenced in Customer's Order or other purchase or confirming document are material alterations, are expressly objected to by CST and are not terms of any Agreement to which CST is bound.

6. Shipping and Delivery. Shipments are made in accordance with CST's standard commercial practices via a common carrier selected by CST. CST shall not assume any liability in connection with the shipment nor will the carrier be construed to be an agent of CST. All shipments are subject to availability and partial shipments are permissible. Shipment schedules are approximate and CST will use commercially reasonable efforts to complete shipments as indicated. CST may suspend or delay shipment or cancel an Order at any time pending receipt of adequate assurances of Customer's ability to pay, including full or partial prepayment or payment of any

outstanding amounts owed. CST shall not be liable for any damages or penalties for delay in shipment or delivery, cancellation of an Order, or for failure to give notice of delay or cancellation for any reason.

All Products are delivered (i) FCA for shipments within the European Union and (ii) CPT for shipments outside of the European Union, except that for shipments directly to end users, Products are delivered DPU (Incoterms 2020). Customer shall pay or reimburse CST for all transportation, freight, insurance, loading, packaging and handling charges ("**Delivery Charges**"); sales, use, excise, import, privilege or any similar tax or duty levied by any government ("**Taxes**"); and storage and all other charges applicable to shipment and delivery of the Product. Partial deliveries are permissible. Customer's rejection of any Product does not shift the risk of loss until the Product is returned to CST pursuant to Section 12.

7. Title. Title to Product (excluding title to any SoftGenetics Software or Instrument Software which will remain with CST or its licensors) transfers to Customer upon CST's placement of the Product with the carrier, subject to payment in full and the limitations provided in these Terms and any Agreement.

8. Price. The price of Catalog Product is CST's price list for the respective European country in effect on the date the Order is received, unless otherwise agreed to in writing by CST. Custom Product and Instruments are priced by quotation. All prices are subject to change without notice. Prices of Product do not include Delivery Charges, Taxes, or storage fees and all other charges applicable to shipment and delivery of applicable to the Product. These charges will be added to Customer's invoice.

9. Tax. Sales tax will be added when shipping to jurisdictions where CST is responsible for collecting sales tax unless the receiving party has valid exempt information on file with CST. Customer is solely responsible for any other applicable Taxes and agrees to indemnify CST for any such Tax if not properly paid by Customer. Customer is responsible for confirming and providing any applicable valid exemption documents. Customer must contact CST to correct or update its account information and to note any updates to this effect on applicable Orders.

10. Payment. Customer shall pay for all Product ordered by Customer pursuant to an Order accepted by CST. Customer shall pay the prices specified in the applicable invoice. Payment is due upon placement of an Order and payable no later than 30 days after the date of invoice (or such other period as may agreed by the parties in writing). Payment must be made in euros, except that payments from Customers in the United Kingdom may be made in British Pounds. Customer will only be charged for Product shipped. Product placed on back order will be charged when shipped. If Customer is late in making payment, CST may, without affecting any other rights or remedies, suspend shipment, cancel Orders, reject future Orders, and/or charge interest as a late payment fee. Interest accrues from the due date until paid, at the rate of one and a half percent (1.5%) per month (18% per year) or such lesser amount as is the maximum rate of interest allowed by law. Customer shall pay any and all reasonable costs, including attorneys' fees, incurred by CST in collecting any delinquent balance. Parties hereby explicitly exclude section 6:92 of the Dutch Civil Code.

11. Inspection. Within ten (10) days after Customer's receipt of a Product shipment (other than an Instrument shipment, which is covered under Section 21 below), Customer shall inspect the shipment for condition (other than Non-conforming Product provided in Section 12), quantity and identity of the shipped Product. A Product shipment that is non-conforming based upon the visible condition upon delivery, quantity or identity of Product received, or duplicate shipments due to incorrectly marked confirming documents ("**Non-conforming Shipment**") may be eligible for return in accordance with Section 12.

12. Returns. Product (other than Instruments, which are covered under Section 21 below and SoftGenetics Software which is covered under Section 22 and in the Supplemental Terms in Appendix B-1 and Appendix B-2) may be eligible for return by Customer at CST's discretion and in accordance with the requirements of this Section 12. For all returns, a return authorization must be obtained from CST's Customer Service or the "**Technical Support Scientist**" of your local CST office or nearest distributor (listed at https://www.cellsignal.com/about-us/cst-antibody-performance-guarantee) ("**Return Authorization**"), and

Customer shall follow any other reasonable instructions provided by CST. CST will not accept returns, and no replacement or credit will be issued or invoice canceled, without a Return Authorization. If requested by CST, Customer shall make Product available for inspection by CST or its agent. Custom Orders are not eligible for return. Claims for Non-conforming Shipment must be made in writing to CST within ten (10) calendar days following receipt of Product and Product returned as set forth below in Sections 12(a) and 12(b) as applicable. Claims for Product that do not conform to the Limited Warranty set forth in Section 16 ("**Non-conforming Product**") must be made, and Product returned, in accordance with the terms of the Limited Warranty of Section 16. If Customer does not accept these Terms, claims must be made in writing to CST within ten (10) calendar days following receipt of Product and Product returned as set forth below in this Section 12(c).

(a) In the case of error by CST in fulfilling an Order, return of Product of Non-conforming Shipment is at CST's cost and CST at its sole discretion will replace the Product of Non-conforming Shipment or issue a full credit. Product of Non-conforming Shipment due to CST error must be returned within ten (10) days of receiving a Return Authorization in the original packaging, unopened and unused. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for claims of Non-conforming Shipment due to CST error and is in lieu of all other remedies or claims for damages which Customer may have against CST.

(b) In the case of error by Customer in ordering Product, return of Non-conforming Shipment is at Customer's cost and may be eligible for partial credit at CST's sole discretion. CST does not issue full credit for returned Product of Non-conforming Shipment due to Customer error because Product is perishable and CST cannot be assured of the quality of returned Product. Partial credit is based on the invoiced price of returned Product less (i) a return charge in the amount of 10% of the invoiced price, and (ii) the original Delivery Charges. Certain Product as determined by CST may not be eligible for partial credit due to packing and storage requirements to maintain Product stability that cannot be assured during the return process, or the condition of the returned Product. Product of Non-conforming Shipment due to Customer error must be returned within ten (10) days of receiving a Return Authorization in the original packaging, unopened and unused. Customer is responsible for return shipping costs. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for claims of Non-conforming Shipment due to Customer error and is in lieu of all other remedies or claims for damages which Customer may have against CST.

(c) In the case that Customer does not accept these Terms and Product is returned in accordance with this Section 12(c), CST will cancel the invoice for such Product, or if the applicable invoice has been paid by Customer, CST will issue a full refund. Product must be returned within ten (10) days of receiving a Return Authorization in the original packaging, unopened and unused. Customer is responsible for return shipping costs. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for Product returned due to Customer disagreement with these Terms and is in lieu of all other remedies or claims for damages which Customer may have against CST.

13. Custom Product. CST in its sole discretion may accept or reject a request to manufacture Custom Product. Customer's placement of an Order for Custom Product is Customer's agreement, representation and warranty that (i) Customer has all necessary rights and authority to disclose and provide to CST all materials, information, designs, plans and specifications for such Custom Product ("**Custom Specifications**") for use in manufacture of such Custom Product for Customer, (ii) Customer hereby grants to CST any necessary rights to manufacture such Custom Product, (iii) there are no defects or hazards, latent or otherwise, with respect to the Custom Specifications, (iv) CST's receipt and use of Custom Specifications and manufacture of such Custom Product for Customer and/or sale of such Custom Product to Customer does not infringe or misappropriate any intellectual property right of a third party, and (v) the manufacture and sale of such Custom Product complies with all applicable laws and regulations. Customer is solely responsible for all Custom Specifications. If CST makes a suggestion with respect to the Custom Specifications at Customer's request or otherwise, Customer remains

solely responsible for proper selection, application, processing and use of any CST suggestion to the Custom Specifications. CST in its sole discretion may accept or reject change requests submitted by Customer and Customer shall pay all incurred and additional costs of implementing any change requests including, without limitation, the cost of time and materials incurred prior to a change request, and the cost of fulfilling the change request.

14. Limited Use License and Use Restrictions. Product (excluding SoftGenetics Software) is sold, transferred and licensed for use by Customer for *in vitro* activities, animal studies in laboratory settings and INTERNAL RESEARCH ONLY. No other right or license is granted to Customer, explicitly, by implication, by estoppel or otherwise. Product is not submitted for regulatory review, validated for diagnostic, prophylactic, therapeutic, or clinical use, safety and effectiveness, or any another other specific use or application unless expressly stated in the Technical Data Sheet. Customer is solely responsible for proper selection, application, processing and use of Product (including incorporation of Product into other product or modification of Product), and for adopting safety precautions as may be necessary. Customer is solely responsible for complying with, and shall handle and use Product and the results of using Product in conformity with (1) good laboratory practice, (2) all applicable laws, regulations and governmental policies, and (3) any necessary approvals, permissions, authorizations and/or licenses as may be required for Customer's research and other intended uses, including any rights to use intellectual property rights of a third party.

As a material condition to CST providing its Product to Customer, Customer shall not, directly or indirectly, use the Product or its components (1) to modify Product or its components except for non-commercial *in vitro* INTERNAL RESEARCH USE (including animal studies in laboratory settings); (2) to provide a commercial service, or to provide commercially relevant information or data to a third party; (3) for diagnostic, prophylactic or therapeutic purposes; (4) for use on animals or humans for clinical diagnostic or drug purposes; (5) to attempt to reverse engineer, disassemble, or otherwise perform any compositional, structural, functional or other analyses directed to learning the methodology, components, formulae, sequence, processes, make-up, or production of any Product or any portion thereof; (6) for manufacturing; (7) for resale or transfer in any form to a third party; or (8) for any other commercial purpose. Any use of Product for diagnostic, prophylactic or therapeutic purposes, or any purchase of Product for resale (alone or as a component) or other commercial purpose, requires a separate license from CST. The license grant and use restrictions for the SoftGenetics Software are set forth in the Supplementary Terms.

15. Export Controls. Customer shall comply with all applicable laws of the Netherlands, regulations and rules.

16. Limited Warranty for Products Other Than Instruments and SoftGenetics Software. CST warrants each Product (excluding Instruments which are covered in Section 21 and SoftGenetics Software which is covered in the Supplementary Terms), will meet the specifications stated on the technical data sheet included with and covering the Product ("**Technical Data Sheet**") when used appropriately under normal conditions and as set forth in the CST Antibody Performance Guarantee found at https://www.cellsignal.com/about-us/cst-antibody-performance-guarantee ("**Limited Warranty**"). The Limited Warranty extends twelve (12) months after Product receipt ("**Warranty Period**"). If changes in the physical criteria of any Product are made, the description in the Technical Data Sheet provided with the Product will supersede the information contained in the CST Product catalog.

This Limited Warranty only covers issues caused by defects in material or workmanship when used under normal laboratory conditions. The Limited Warranty does not cover issues caused by any other reason, including but not limited to issues due to normal wear and tear, acts of God, misuse, limitations of technology, custom manufacture in accordance with Custom Specifications, neglect or accident caused by Customer, contact with improperly used or unapproved chemicals or environments, modification to the Product, or combination of Product with any other product unless expressly intended by the Technical Data Sheets.

CST agrees to replace Non-conforming Product free of charge or issue a credit of the invoiced price (exclusive of the original Delivery Charges) at CST's sole discretion. Customer shall notify CST in writing of any Non-conforming Product and provide the reason for rejection within the Warranty Period. Any claims not received within the Warranty Period are waived and released. Customer shall return the Non-conforming Product pursuant to Section 12, paragraph 1. This remedy is Customer's sole and exclusive remedy and CST's sole and exclusive liability for claims of Non-conforming Product. This remedy is in lieu of all other remedies or claims for damages, which Customer may have against CST. By entering into the agreement with CST Customer confirms that it did not rely on any other warranty or representation of CST than the warranty provided in this section 16 and Customer has taken the absence of any other warranty, representation or indemnity into account when entering into the agreement with CST.

THE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRODUCT IS SUPPLIED WITHOUT WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, NON-INFRINGEMENT, RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER ISSUED OR PENDING, VALIDITY OF ANY THIRD PARTY LICENSE RIGHTS, OR THE ABSENCE OF LATENT OR OTHER DEFECTS WHETHER OR NOT DISCOVERABLE; WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. CST'S LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASING CUSTOMER AND CANNOT BE TRANSFERRED TO ANY OTHER PARTY. THE APPLICABILITY OF SECTIONS 7:17 THROUGH 7:22 OF THE DUTCH CIVIL CODE IS EXPLICITLY EXCLUDED.

17. Limitations on Remedies. IN NO EVENT WILL CST OR ITS SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR LOST PROFITS, REVENUE OR OPPORTUNITY, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT CST WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

NOTWITHSTANDING THE EXCLUSIVE REMEDIES SET FORTH IN SECTIONS 12, SECTION 16, 21 (e) and 22 WHICH APPLY TO THE SUPPLY OF PRODUCT, CST'S TOTAL LIABILITY TO CUSTOMER ARISING FROM OR IN RELATION TO THESE TERMS, AN AGREEMENT BETWEEN THE PARTIES, OR PRODUCT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CST DURING THE TWELVE (12) MONTH PERIOD PRECEDING A CLAIM FOR THE APPLICABLE PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT WILL CST BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. IN NO EVENT WILL CST BE LIABLE WITH RESPECT TO PRODUCTS ARISING FROM USE OF PRODUCT THAT IS INCONSISTENT WITH PUBLISHED SPECIFICATIONS FOR THE PRODUCT.

ANY CST LIABILITY EXCLUSIONS AND RESTRICTIONS REFERRED TO IN THESE TERMS SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

18. Indemnification. Customer shall hold harmless, indemnify and defend (at CST's request) CST for any and all damages, liabilities, costs and expenses (including any costs of litigation, including, without limitation, attorneys' fees and any other costs and expenses), fines or losses in connection with any threatened or actual claims, actions, demands, investigations or suits, including, without limitation, claims or suits by third parties, arising out of any of the following: (a) Customer's negligent or willful acts, or those of its employees and/or agents, (b) repair or modification of Product by persons other than CST, (c) modification of Product or combination of Product with any other product, including, without limitation, modification or combination resulting in the actual or alleged infringement of any intellectual property rights of any third party, (d) Customer's selection, application, processing and use of Product, (e) CST's use of Custom Specifications for manufacture of Custom Product, including, without limitation, actual or alleged infringement of any intellectual property rights of any

third party, (f) from the manufacture, sale, transfer or use of Product produced by CST according to Customer's Custom Specifications, including, without limitation, actual or alleged infringement of any intellectual property rights of any third party, (g) any violations of export control laws by Customer, or (h) Customer's breach of any provision in an Agreement.

19. Confidentiality. "**Confidential Information**" means (i) SoftGenetics Software, Instrument Software and Documentation and (ii) any of CST's business information, specifications and all related writings, drawings, designs and similar works, or any other information which is disclosed by CST to Customer whether orally or in writing, or to which Customer is exposed in any form. Confidential Information shall not include information which: (i) was in the public domain at the time it was disclosed by CST to Customer other than as a result of Customer's (or any Representative's) violation of any confidentiality obligation to CST; or (ii) enters the public domain through sources independent of Customer and through no breach of this provision by Customer or any of its Representatives.

All Confidential Information is the exclusive property of CST, and CST retains all of its rights, title and interests. Customer agrees to use Confidential Information only to the extent necessary to perform under this Agreement. Customer shall not disclose or provide any Confidential Information to any third party and shall take all necessary measures to prevent any such disclosure or any unauthorized use by its employees, agents, contractors or consultants (collectively, "**Representatives**"). Upon request of CST, Customer shall return all Confidential Information to CST.

All provisions relating to confidentiality shall survive the termination of an Order or the Agreement.

20. Intellectual Property. Customer acknowledges that all intellectual property rights (patent, trademark, copyright, trade secret or otherwise) relating to Product and Technical Data Sheets, as between Customer and CST, are solely and exclusively owned by CST or its licensors. CST's sale or transfer of Product to Customer grants to Customer a limited non-transferable right (i) to use as authorized by these Terms the quantity of Product purchased under an Agreement, and (ii) to use the applicable Technical Data Sheet and content contained therein (e.g., protocols, validation data and images) for Customer's authorized use of the Product. Except as expressly permitted by these Terms sale or transfer of Product to Customer does not grant Customer any other license rights to CST's intellectual property, including, without limitation, no right to make or have made any Product or any portion thereof, and no right to reproduce, display, redistribute copies, create derivative works or otherwise use the Technical Data Sheets and content thereof. Any use of Product for diagnostic, prophylactic or therapeutic purposes, or any purchase of Product for resale (alone or as a component) or other commercial purpose, requires a separate license from CST. It is Customer's sole responsibility to secure any required intellectual property rights.

Certain Products are covered by one or more trademarks of CST and/or a third party as set forth at https://www.cellsignal.com/legal/trademark-information ("**Trademark Information**"). CST at its sole discretion may update from time-to-time the Trademark Information.

CST shall solely own all right, title and interest in and to any inventions (patentable or otherwise), discoveries, improvements, data, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by CST in performing under an Agreement and all intellectual property rights therein ("**Inventions**"). Customer hereby irrevocably assigns and transfers to CST, from the moment of creation, all of its rights, title and interests in and to Inventions and shall assist CST, at CST's request and expense, in securing and recording CST's rights in Inventions.

21. Instruments, Instrument Software and Documentation.

(a) The terms set forth in this Section 21 apply only to the Instruments, Instrument Software and Documentation. In the event of a conflict between the terms set forth in this Section 21 and any of the other terms set forth in the Agreement, the terms set forth in this Section 21 shall prevail.

(b) License Grant. Subject to the terms set forth in these Terms, CST grants Customer a non-exclusive, non-transferable, royalty-free, revocable, perpetual license (without the right to grant sublicenses) to use the Instrument Software in object code only, solely in connection with the normal operation of the Instrument for Customer's internal research use only. Customer agrees to use the Instrument Software in accordance with the Documentation and all applicable laws, ordinances, rules and regulations. CST may terminate the license granted under this Section 21 (b) if Customer is in material breach of any of its obligations under the Agreement and fails to cure such breach within thirty (30) days of receipt of notice thereof from CST.

(c) Updates/Upgrades**.** While CST is not required to provide Customer with updates or upgrades to the Instrument Software, CST may, at its discretion, provide Customer with such updates or upgrades from time to time. The Agreement will govern any updates or upgrades provided by CST that replace and/or supplement the original Instrument Software, unless such update or upgrade is accompanied by a separate end user license agreement, in which case the terms of that end user license agreement will govern.   If Customer decides not to download and use an upgrade or update provided by CST, Customer understands that (i) the warranty set forth in Section 21 (e) may, at CST's option become null and void and (ii) the Instrument Software could become unusable or unstable. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, ALL UPGRADES AND UPDATES TO THE INSTRUMENT SOFTWARE ARE PROVIDED "AS IS".

(d) Intellectual Property/Restrictions of Use. Customer acknowledges and agrees that, as between Customer and CST, CST is the sole and exclusive owner of all right, title and interest in the Instrument Software and Documentation (including all intellectual property rights therein) and that no rights are granted by CST to such Instrument Software or Documentation or to intellectual property rights therein, except as expressly provided in the Agreement. Customer shall not, nor shall it permit any third party to: (i) use, copy, modify, translate or adapt the Instrument Software or Documentation other than as expressly permitted by the Agreement; (ii) rent, lease, share, disclose or transfer the Instrument Software, provide it on a subscription basis, or use it in connection with a service bureau or other configuration whereby any third party may use the Instrument Software, (iii) create any derivative works of or based on the Instrument Software or Documentation; (iv) reverse-engineer, decompile, disassemble or otherwise attempt to discern the source code of the Instrument Software; (v) remove, relocate, alter or obscure any trademark, copyright or other proprietary or restrictive marking or legend on the Instrument Software or Documentation or any copies thereof; or (vi) use, provide or disclose the Instrument Software in violation of any applicable laws, orders or regulations. Notwithstanding the foregoing, decompiling the Instrument Software is permitted solely to the extent the laws of Customer's jurisdiction give Customer the right to do so to obtain information necessary to render the Instrument Software interoperable with other software; provided however that Customer must first request such information from CST and CST may, in its sole discretion, either provide information to Customer or impose reasonable conditions, including a reasonable fee, on such use of the Instrument Software to ensure that CST's or its licensors' proprietary rights in the Instrument Software are protected. Customer acknowledges and agrees that the immediately preceding sentence may not be applicable to third-party Instrument Software that is subject to a third party license, depending on the terms of such third-party license.

(e) Warranties/Out of Warranty Repairs.

(i) CST warrants solely to the Customer who purchases the Instrument from CST or its authorized distributor that for (i) the warranty period specified in the applicable Quote (or if no warranty period is specified, for a period of twelve (12) months from the date of delivery) or (ii) or such other minimum period as may be required by applicable law ("Instrument Warranty Period"), the Instrument (excluding the Instrument Software) will be free from defects in materials and workmanship when used in accordance with the Agreement.

(ii) Sole Remedies. Customer's sole remedy and CST's exclusive liability for a breach of the limited warranty set forth in Section 21 (e)(i) shall be, at CST's option, the repair or replacement of the non-conforming Instrument.

Any claims not received within the Instrument Warranty Period are waived and released. Prior to returning an Instrument, Customer must contact CST's technical support department. (Customer may be required to provide proof of date of purchase). CST's technical support department will attempt to troubleshoot and resolve any non-conformities reported by Customer during the Instrument Warranty Period. If the problems cannot be resolved by CST's technical support department, CST or its designee will issue a return authorization number. No Instruments will be accepted for return without the return authorization number. Customer will be responsible for repackaging the Instrument in a manner that fully protects it from damage during shipping and arranging for shipping to the location designated by CST. CST or its designee will provide a courier shipping account number that Customer may use to ship the Instrument to such location.

(iii) Exclusions. The limited warranty set forth in Section 21 (e)(i) and the repair warranty set forth in Section 21 (e)(v) shall be void if (i) the Instrument Software or Instrument is modified, repaired or reworked by anyone other than CST's authorized personnel; (ii) the battery is removed from the Instrument by anyone other than CST's authorized personnel; or (iii) the Instrument is subjected to abnormal stress, physical abuse, fraud, tampering, misuse, stress, improper power supply or electrical connection, power surges or fluctuations, extreme heat or cold, corrosive environments, neglect, or liquid contact. The limited warranty shall not apply in the event any non-conformity arises from (i) usage of the Instrument and/or Instrument Software outside of CST's instructions or in violation of safety warnings, or any other use of the Instrument or Instrument Software in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose; (ii) the negligence or intentional misconduct of any user of the Instrument or Instrument Software; or (iii) flood, earthquake, or any other natural disaster. The limited warranty does not apply to cosmetic damage (including but not limited to scratches, dents or breakage) or to damage caused by normal wear and tear or by accident. For clarity, the limited warranty set forth in Section 21 (e) does not apply to any upgrades, updates enhancements or modifications to the Instrument Software that may be provided by CST after the initial delivery of the Instrument.

(iv) Extended Warranty. In some cases, Customer may have the option to purchase an extended warranty for the Instrument.

(f)   WARRANTY DISCLAIMERS

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