

**AB SCIEX  
SOFTWARE LICENSE TERMS  
Analyst TF Software v 1.8**

**ATTENTION:**

**PLEASE READ THIS DOCUMENT CAREFULLY.**

**THIS SOFTWARE IS LICENSED AND NOT SOLD. 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, IF ANY, 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.**

- (a) The term “**AB Sciex**,” as used in this EULA, means AB Sciex Pte Ltd and its subsidiaries and affiliates.
- (b) The term “**you**” or “**Licensee**” means the licensee authorized by this EULA to use the Software.
- (c) The terms “**EULA**,” means this AB Sciex Software License Terms including any and all Appendices
- (d) 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. This Software release includes without limitation computer software, and any associated sample files or programs, media, printed materials, and/or “online” or electronic documentation of the Software (together called “Software Product”). The Software and Software Product have not been fully qualified and are evaluation release versions.

**2. LICENSE GRANT.**

- (a) Subject to the terms and conditions of this EULA, AB Sciex grants you a non-exclusive, non-transferrable, restricted license to use the Software on an Authorized computer.
- (b) Licensee may make a single copy of the Software, for archival purposes only. At the end of the program testing period, Licensee agrees to destroy or delete all Software Product, including without limitation, all Software materials supplied by SCIEX and all backup copies. The Software and Software Product are for Research Use Only and are not for use in diagnostic procedures.
- (c) This license does not entitle you to receive upgrades, updates or technical support. Such services may be purchased separately.

**3. RESTRICTIONS.**

- (a) 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 AB Sciex.
- (b) 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.
- (c) 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.
- (d) You may not remove any proprietary, copyright, trade secret or warning legend from the Software.

**4. THIRD PARTY SOFTWARE & RESTRICTIONS.** This Software includes software products licensed by the following third party provider(s): Versant Corporation, Sierra Analytics, LLC. 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 AB 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 AB Sciex installation package.

#### **5. OWNERSHIP.**

- (a) 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 AB Sciex. The Software, including its structure, organization, code, user interface and associated documentation, is a proprietary product of AB 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.
- (b) Title, ownership rights and intellectual property rights in and to the Software shall at all times remain with AB Sciex or their respective owners. All rights not specifically granted by this EULA, including Federal and international copyrights, are reserved by AB Sciex or their respective owners.

**6. 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.

**7. 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. AB Sciex may terminate this EULA immediately if you are in violation of any applicable laws or regulations.

**8. 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.

**9. EUROPEAN COMMUNITY END USERS.** If this Software is used within a country of the European Community, nothing in this EULA shall be construed as restricting any rights available under the European Community Software Directive, O.J. Eur. Comm. (No. L 122) 42 (1991).

#### **10. LIMITED WARRANTY and LIMITATION OF REMEDIES.**

- (a) AB 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, AB Sciex will repair or replace such media, at AB Sciex's option. If during the Warranty Period, the Software fails to comply substantially with its written specifications, AB Sciex will repair or replace the Software so that it shall so comply, or, at AB Sciex's option, refund the fees paid by you for the Software that exhibits such noncompliance. The foregoing shall be your sole remedy and AB 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 AB Sciex's other disclaimers of warranties, AB 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.
- (b) 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.

#### **11. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SCIEX BE LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE (INCLUDING WITHOUT LIMITATION ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OR REGULATION OF SIMILAR IMPORT) OR ON ANY OTHER BASIS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES SUSTAINED BY RECIPIENT OR ANY OTHER PERSON OR ENTITY, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT AB SCIEX IS ADVISED 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, THAT RESULTS FROM, ARISES FROM, OR IS RELATED TO USE OF THE SOFTWARE OR SOFTWARE PRODUCT.

**12. 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 AB Sciex. AB 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 AB Sciex.

**13. 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: AB Sciex, 500 Old Connecticut Path, Framingham MA U.S.A., Attention: Legal Department.

V01/08/2019

**APPENDIX A**  
**THIRD PARTY PRODUCTS ADDITIONAL LICENSING TERMS & CONDITIONS**

**VERSANT SUBLICENSE GRANT, TERMS AND CONDITIONS**

(This Section is based on the terms of AB Sciex's license agreements with Versant Corporation, formerly POET, and only applies where Licensee purchases a license to Software that includes the FastObjects database).

Licensee's use of Versant Software is also subject to the additional following terms and conditions: Licensee agrees that, to the extent permitted by applicable law, Versant shall be a third-party beneficiary of this EULA.