

These Life Sciences and Lab Research Supplemental Terms (“**LSLR Terms**”) amend the Universal Customer Agreement (“**UCA**”) between Customer and SISW solely with regard to Offerings which have been assigned any of the following alphanumeric codes on the Order: LSLR or LSLR-PGS (“**LSLR Offerings**”). These LSLR Terms, together with the UCA and other applicable Supplemental Terms, form the agreement between the parties (“**Agreement**”).

1. **DEFINITIONS.** Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these LSLR Terms:
 - “**Asset**” means any physical or virtual device or component of a physical or virtual device that is configured in or through the LSLR Offering or otherwise identified in the LSLR Offering to upload data to or exchange data with the LSLR Offering. A single machine can consist of several Assets.
 - “**Agent**” means an individual, other than a Customer employee, who supports Customer’s or Customer’s Subsidiaries’ internal business as Customer’s consultant, agent, or contractor.
 - “**Authorized User**” means an individual Customer employee or Agent, authorized by Customer to access the Offering. For licenses granted for a Territory that includes more than one country, this also includes employees and Agents of Customer Subsidiaries.
 - “**LSLR Software**” means the Software contained within a LSLR Offering.
 - “**LSLR Cloud Services**” means the Cloud Services contained within a LSLR Offering.
 - “**High Risk System**” means a device or system that requires enhanced safety functionalities such as fail-safe or fault-tolerant features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury, or physical property damage. High Risk Systems may be required in critical infrastructure, direct health support devices, aircraft, train, boat, or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.
 - “**Maintenance Services**” means maintenance, enhancement, and technical support services for LSLR Offerings.
 - “**Site**” means a single physical Customer location where a LSLR Software Offering is permitted to be used by Authorized Users, specified in the Order Form.
 - “**Subsidiary**” means any entity that is controlled by Customer; in this context, “control” means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.
 - “**Territory**” means the Site(s) or geographic area specified on the Order where Customer is licensed to install and use the LSLR Software or access and use the LSLR Cloud Services. If no Territory is specified on the Order or elsewhere in the Agreement, the Territory for Software shall be the Site and the Territory for Cloud Services shall be worldwide.
2. **ENTITLEMENT METRICS AND LIMITATIONS.** The following permitted license types, use metrics, and limitations may be indicated in the Order to apply with respect to Offering Entitlements. Additional specifics on Entitlements may be provided in an Order or in the Documentation for an Offering. This may include information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of asset attributes, and additional third-party terms which prevail for third-party software, technology, data and other materials, including open-source software licensed from third parties. Each Offering may be used only by Authorized Users, on the Site or in the Territory, and for the term specified in the Order. Separate installations must be maintained for LSLR Software licensed with different Site or Territory specifications.
 - 2.1. “**Backup**” means a Software license granted solely to support redundancy on Customer’s backup or failsafe installations.
 - 2.2. “**Floating**” or “**Concurrent User**” means that access to the Offering, at any given moment is limited to the number of Authorized Users for whom license or access entitlements have been acquired as per the Order.
 - 2.3. “**Named User**” means that access to the Offering is restricted to one specific Authorized User identified by name and may not be used by multiple individuals. Each Authorized User must use a unique user identification to access and use the Offering, unless a generic logon is expressly permitted in these LSLR Terms or the applicable Documentation. User identifications may not be shared with other individuals.
 - 2.4. “**Node-Locked**” means that the use of the LSLR Software is restricted to a single workstation specified by Customer and may include a hardware lock device or dongle to manage this restriction. Hardware lock devices or dongles must be physically attached to the workstation on which the LSLR Software is used. Customer may not virtualize or remotely access the specified workstation, nor any hardware lock devices or dongles, but may physically transfer lock devices or dongles to another workstation within the Territory without the need for a new license file.
- 2.5. “**Per Asset**” means that the Entitlements for the Offering are restricted to the number of Assets for which connection rights have been acquired, which means that only that number of Assets can exchange data with the Offering. A Per Asset Entitlement may be further restricted:
 - to a maximum number of data points (“instruments”) per Asset, if instruments or other data sources are specified in the Order, and

- to a maximum number of server instances (“Servers”), if a number of Servers is specified in the Order. Per Asset Entitlements cannot be shared by or between multiple Assets. Indirect data exchange with the Offering via hardware or software used by Customer does not reduce the number of Asset entitlements that Customer needs to acquire.
- 2.6. **“Perpetual” or “Extended”** means a license of the LSLR Software that extends indefinitely, subject to termination only as expressly permitted under the Agreement. Perpetual licenses do not include Maintenance Services.
 - 2.7. **“Subscription”** means a license for a limited term as identified in an Order. Maintenance Services are included in the Subscription license fee. For multiple-year Subscription terms, SISW may require new license keys to be issued during the term.
 - 2.8. **“Credit”** means a LSLR pre-paid unit which any Authorized User can convert into a right to access and use LSLR Cloud Services or certain additional functionalities, applications and/or modules of the related Offering designated on the Order. Credits can be consumed during the Subscription Term of the applicable Offering and are not re-usable. The specific functionalities, applications and modules that can be accessed and the quantity of Credits required, and any other details are described in the Documentation.
 - 2.9. **“Test/QA”** means that the Cloud Services Entitlements to the Offering have been granted solely for the support of ongoing installation customization, support and testing, and may not be used in a production environment or for any other purpose.

3. USE RESTRICTIONS

- 3.1. **Limited Use Rights.** In addition to the permitted use defined in the UCA, LSLR Offerings may also be used for educational purposes.
- 3.2. **Medical/Clinical Use Restriction.** The Offerings are not intended for, and Customer shall not use them in, medical diagnosis, clinical decision-making, therapeutic purposes, or patient treatment. SISW makes no representation that any Offering is a clinically approved medical device. Use of the Offerings, or any output generated through use of the Offering, as a clinical decision support tool is solely at Customer’s own risk and SISW is not liable or responsible for validation of the Offering in any of Customer’s applications. Customer will indemnify SISW, its affiliates, its sub-contractors, and their representatives, against any third party claims, damages, fines and cost (including attorney’s fees and expenses) relating in any way to any use of Offerings for such medical or clinical applications.
- 3.3. **High Risk Use Restriction.** Customer acknowledges and agrees that (i) the Offerings are not designed to be used for the operation of or within a High Risk System if the functioning of the High Risk System is dependent on the proper functioning of the Offering and (ii) the outcome from any processing of data through the use of Offering is beyond SISW’s control. Customer will indemnify SISW, its affiliates, its sub-contractors, and their representatives, against any third party claims, damages, fines and cost (including attorney’s fees and expenses) relating in any way to any use of Cloud Services for the operation of or within a High Risk System.
- 3.4. **Sensitive Information.** Customer acknowledges and agrees that Cloud Services are not intended to process sensitive information, including, but not limited to: Protected Health Information (as defined under the US federal Health Insurance Portability and Accountability Act of 1996 - HIPAA), Sensitive Personal Information (as defined by the EU General Data Protection Regulation - GDPR), Social Security Numbers or other national identification numbers, and other similar sensitive personal information.
- 3.5. **Minors.** Collecting personal information from individuals under the age of 18 (“Minors”) through the Offerings is strictly prohibited. No Content should be directed toward Minors. Minors are not eligible to access or use the Offerings and Customer shall not submit any personal information pertaining to Minors to SISW. Customer represents and warrants that all Authorized Users are at least 18 years of age.
- 3.6. **Indirect Use.** Multiplexing, pooling, or any indirect use of LSLR Offerings through hardware or software used by Customer (e.g., to pool connections, reroute information, or reduce direct access to the Software) does not reduce the number of Entitlements that Customer needs to acquire.
- 3.7. **Parsing/Extraction.** Customer shall not permit any third party to parse any proprietary elements of the Offering, including proprietary file types, for any commercial purpose.

4. SOFTWARE LICENSE-SPECIFIC TERMS

- 4.1. **Host Identifier; Third Party Hosting.** Customer will provide SISW with sufficient information, including the host identifier for each workstation or server upon which the license management portion of Software will be installed, for SISW to generate a license file enabling Software access per the scope of the licenses granted under each Order. Customer may only engage a third party to host Software with SISW’s prior written consent. SISW may require a separate written agreement as a condition to such consent.

5. TERMS APPLICABLE ONLY TO LSLR-PGS SOFTWARE

- 5.1. For LSLR Offerings which have been assigned the alphanumeric code LSLR-PGS (“**LSLR-PGS Offering**”) on the order, following terms will apply:
 - 5.1.1. **Named User License.** A Named User license entitles the specific Authorized User identified by name to install and use the LSLR-PGS Offering on up to 2 workstations, provided that only one copy of the LSLR-PGS Offering is running at any given time and that the same user credential is not used by anyone other than the specific Authorized User. Where SISW makes the applicable LSLR Cloud Services available for the relevant LSLR-PGS Offering in the Territory, a Named User license also entitles the Authorized User to access LSLR Cloud Services.
 - 5.1.2. **Machine Access Token License.** A Machine Access Token permits Authorized Users with a Named User license to install and use the LSLR-PGS Offering on an additional number of workstations equal to the number of Tokens specified under the Subscription. Machine Access Token Licenses are in addition to the Named User License’s personal activation limits as specified under Section 5.1.1.

- 5.1.3. **Viewer/Restricted Mode.** Unless the Subscription is renewed, at the end of the validity period the license granted under this Agreement shall terminate, and the Software will either revert to Viewer or Restricted mode or stop working. In case the Software stops working, a free-of-charge version of the Software with limited functionality (the “**Freeware**”) may be made available for download, installation, use and redistribution. The Software in Viewer or Restricted Mode and the Freeware may be used without a paid license key, with limited functionality, and can be used to view (but not edit) files. This Agreement will continue to apply to the Software in Viewer or Restricted Mode and the Freeware. Any attempt to defeat the time-control disabling function in the Software is a material breach of this Agreement.
- 5.1.4. **Remote Access:** Customer may not install any LSLR-PGS Offering licensed under a Named User license on network servers or use any kind of remote access software (such as for example virtual machines) to control and view the software running on one computer from another computer or terminal.

6. CLOUD SERVICES-SPECIFIC TERMS

- 6.1. **Changes to Supplemental Terms.** Enhancement of Offerings. SISW may only update these LSLR Terms during a Subscription Term, provided any such update does not (i) have a material adverse effect on Customer’s rights (e.g. with respect to Entitlements or service levels) or (ii) result in a material degradation of the security measures maintained by SISW with regard to the Cloud Services or Customer Content. The foregoing shall not limit SISW’s ability to make changes to these LSLR Terms (i) to comply with applicable law, (ii) address a material security risk, (iii) to reflect changes made to the Offering in accordance with any change provision in the Agreement, or (iv) that are applicable to new features, supplements, enhancements, capabilities or additional Cloud Services or Software provided as part of Customer’s subscription to the Offering at no extra charge. When Customer uses any such new feature, supplement, enhancement, capability or Cloud Services or Software, the then-current LSLR Terms available at shall apply to such use. In all other cases, if an update of the Supplemental Terms during a Subscription Term applies to Customer, SISW will use commercially reasonable efforts to notify Customer at least 90 days prior to such change or as agreed elsewhere in the Agreement.
- 6.2. **Test Updates.** Certain Offerings provide updates which will first be made available to Customer in a test instance for Customer’s review prior to deploying such update in production (“**Test Update**”). The Test Update will be a No Charge Offering. SISW will give Customer notice when a Test Update is first available and the date when the production environment of the Offering will be updated. Customer’s entitlement to use any Test Update in a test instance is limited as provided in the Agreement with the expectation that Customer will provide feedback to mitigate any concerns when the production environment is subsequently updated. Updates to the production environment for the Offering will occur on a fixed date for all Customers.

6.3. DATA CENTER LOCATIONS

- 6.3.1. Data Storage Options. Per default, Customer Content at rest will be stored within certain major geographic areas (each an “**Area**”) as specified below. If SISW offers Customer choices and Customer selects a specific Area for the provisioning of the Offering, SISW will store Customer Content at rest within the selected Area. SISW does not control or limit the regions from which Customer may access or move Customer Content.

6.3.2. Available Areas

Subject to Customer’s choice, data-at-rest uploaded to SISW’s Cloud Services will be hosted in data centers located in the following regions:

- European Union
- United States of America
- Japan

SISW may at any time make additional Areas and data center locations available, which will then be listed at <https://status.sw.siemens.com/>. For certain Cloud Services, SISW may at its reasonable discretion make additional Areas available upon Customer’s request.

7. **USE OF APIs.** Customer is authorized to use application programming interfaces identified as published in the Documentation and licensed as part of the LSLR Offering (collectively the “**APIs**”) for Customer’s internal business purposes. Customer may not use the APIs to enable unauthorized use of the LSLR Offering. Customer is prohibited from reselling any software developed through the use of the APIs unless Customer is separately authorized to do so as a member of a SISW solution partner program. Customer may not otherwise modify, adapt, or merge the LSLR Offerings. SISW has no obligations or liability for software developed by Customer using the APIs. Customer is prohibited from using unpublished APIs under any circumstances.

8. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

Maintenance Services are governed by the terms found at <https://www.siemens.com/sw-terms/mes>, which are incorporated herein by reference. SISW’s technical support for the Cloud Services parts of the Offering and the applicable service levels are governed by the Cloud Support and Service Level Framework available at <https://www.siemens.com/sw-terms/sla>, which is incorporated herein by reference with the following portfolio specific deviations:

- 8.1. **Updates.** Updates, patches, and new version releases (“**Updates**”) may revise, improve, or optimize the Software, and may delete or change the nature of features or other aspects of the Software, including functions Customer may rely upon. SISW will use commercially reasonable efforts to provide Updates that do not materially reduce the level of performance, functionality, or security of the Software.
- 8.2. **CUSTOMER AGREES TO INSTALL, ACCEPT, AND/OR ALLOW ALL UPDATES. SISW WILL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES ARISING FROM CUSTOMER’S FAILURE TO INSTALL OR ACCEPT ANY UPDATES THAT SISW MAKES AVAILABLE.**

9. **SUBSCRIPTION RENEWALS.** Any renewed Subscription Term will be the same length as the preceding term.