

Protein Metrics Terms and Conditions

THIS DOCUMENT CREATES A BINDING CONTRACT (THE “AGREEMENT”) BETWEEN THE ENTITY IDENTIFIED AS “YOU” BELOW (“YOU” OR “CUSTOMER”) AND PROTEIN METRICS, LLC, (“PROTEIN METRICS”). THIS AGREEMENT IS SUBJECT TO THE PROTEIN METRICS TERMS AND CONDITIONS (THE “TERMS”), AND THE TERMS ARE AN INTEGRAL PART OF THIS AGREEMENT AS IF FULLY SET FORTH HEREIN.

THIS AGREEMENT GOVERN YOUR (AS DEFINED BELOW) USE OF CERTAIN PROTEIN METRICS OFFERINGS THAT ARE (AS APPLICABLE) (i) LISTED IN OUR OR OUR DISTRIBUTOR’S QUOTATION TO YOU AND WITH RESPECT TO WHICH YOU HAVE ISSUED A PURCHASE ORDER, OR (ii) SET OUT IN A SCHEDULE TO A BINDING AGREEMENT BETWEEN YOU AND PROTEIN METRICS (OR OUR DISTRIBUTION PARTNER) (AS APPLICABLE, THE “ORDER”). PROTEIN METRICS OFFERINGS MAY INCLUDE, BUT ARE NOT LIMITED TO, OUR PROPRIETARY SOFTWARE PRODUCT(S), SUBSCRIPTION SERVICES OR SPECIFIC MODULES OF THE FOREGOING, ALL AS SET OUT IN THE ORDER. EACH USAGE OF PROTEIN METRICS OFFERINGS REQUIRES YOUR ACCEPTANCE OF THIS AGREEMENT, PRIOR TO YOUR USE OF SUCH OFFERINGS. PROTEIN METRICS OFFERINGS MAY BE LICENSED FOR USE ON AN ENTERPRISE, PER-SEAT, OR OTHER BASIS AS SET OUT IN THE ORDER.

PROTEIN METRICS IS WILLING TO LICENSE THE SOFTWARE OR PROVIDE SUBSCRIPTION SERVICES IDENTIFIED IN THE ORDER TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. PLEASE READ THE AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE PROTEIN METRICS OFFERINGS, AND BY USING THE SUCH OFFERINGS, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS AGREEMENT AND AGREE TO THEM. THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY BE ACCEPTED BY: (1) CLICKING “I ACCEPT” WHEN THEY ARE PRESENTED TO YOU; (2) BY THE PARTIES EXECUTING THIS AGREEMENT OR A SEPARATE DOCUMENT THAT INCORPORATES THESE TERMS AND CONDITIONS; OR (3) BY ACCESSING OR USING ANY OF PART OF PROTEIN METRICS OFFERINGS. IF YOU ARE ACCEPTING ON BEHALF OF ANOTHER PERSON OR ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT PERSON OR ENTITY, YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS, AND YOU AGREE ON BEHALF OF THAT PERSON OR ENTITY TO THIS AGREEMENT.

This Agreement was last updated on December 17, 2025. It is effective between you and us as of the date you accept this Agreement (“Effective Date”).

1. **Definitions.** In this Agreement, the following terms have the following meanings:

1. “Computer” means a physical or virtual computer device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
2. “Customer Data” means all data (regardless of form) submitted or transmitted to the Protein Metrics Offerings by You.
3. “Feedback” means suggestions or recommendations for improvements, modifications or enhancements to Protein Metrics Offerings.
4. “Party” means either you or us, and “Parties” means both you and us.
5. “Protein Metrics Content” means all Protein Metrics documentation, materials and any other intellectual property rights relating thereto, including all modifications, enhancements, derivatives, and other software and materials relating to the Protein Metrics Offerings, and all copies thereof whether pre-existing or developed in the future.
6. “Protein Metrics Offerings” means either the Software or Subscription Services made available by Protein Metrics.
7. “Renewal Term” shall have the meaning given in Section 8(1.) of this Agreement.
8. “Software” means the on-premise software made available by Protein Metrics. For the avoidance of doubt, Software includes the structure, organization, all code used in conjunction with the Software and any updates and upgrades delivered to you under the terms of our separate Support Agreement. All Software is confidential and (whether provided under this Agreement or under the Support Agreement) is subject to Section 3 (Confidentiality) of this Agreement.’
9. “Subscription Services” means the software made available by Protein Metrics via a SaaS model.
10. “Term” means term of your purchased use of Protein Metrics Offerings as set out in the relevant Order.
11. “We,” “us,” and similar terms mean Protein Metrics, LLC.

12. “You,” “Your,” and similar terms mean you individually and the corporation, university, non-profit, or other legal entity for which you are accepting this Agreement.

2. Agreement Structure.

1. Access to the features and functionality of the Protein Metrics Offering is made available to you through either on-premises licensing or via a SaaS model depending on the products licensed. This may refer to that software platform, whether delivered through an on-premises license or made accessible via a SaaS subscription model, as the “Protein Metrics Offering”.
2. You acknowledge that the Protein Metrics Offering is subject to terms and conditions in addition to, or that vary from, those specified in this Agreement. In particular, (i) all purchases of on-premises licenses are subject to the Additional Terms and Conditions for Software Licenses; and (ii) all purchases of access rights to Subscription Services are subject to the Additional Terms and Conditions for Subscription Services Attachment (each of the foregoing attachments, a “Schedule Attachment”). By executing any agreement which incorporates the terms and conditions of this Agreement, or by accepting and/or using the relevant Protein Metrics Offering or making payment for the same, You agree to abide by the terms and conditions set forth in the applicable Schedule Attachment, as indicated above. You acknowledge that each Schedule Attachment forms an integral part of the Agreement.
3. If there is a conflict among these Terms, a Schedule Attachment, or other written agreement incorporating these Terms, the following rules of interpretation apply: (i) the terms of a Schedule Attachment prevail over any conflicting terms and conditions in these Terms, but only with respect to the Protein Metrics Offering that are subject to that Schedule Attachment; and (ii) both the Schedule Attachment and Terms shall prevail over any conflicting terms and conditions in any other agreement or any customer purchase order, unless such agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or Terms.
4. The use of pre-printed forms, including but not limited to Your purchase orders, e-mail, or acknowledgements, shall be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect. No customer purchase order or similar document issued to Protein

Metrics shall be binding upon Protein Metrics unless and until it has been accepted by Protein Metrics. Protein Metrics may accept a customer purchase order or similar document by countersigning and returning a copy of the same, by expressly confirming acceptance by email, or by commencing delivery of the requested Protein Metrics Offerings. No purchase order or similar document will be deemed binding upon Protein Metrics merely by the passage of time.

3. Fees.

1. You agree to pay Protein Metrics the applicable fees for the Protein Metrics Offerings within thirty (30) days of the invoice date plus all related taxes. All fees are non-cancelable and non-refundable.
2. You are responsible for the timely payment of all fees and for providing Protein Metrics with a valid payment method for payment of all fees through one of the methods pre-approved by Protein Metrics. Your failure to pay according to the terms of this Agreement shall be a material breach of this Agreement. Protein Metrics shall be entitled, without prejudice to its other rights and remedies under this Agreement, (i) to charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, and (ii) at its option, to suspend the provision of any Protein Metrics Offerings.
3. You may reasonably and in good faith dispute an invoiced amount by providing written notice to Protein Metrics within thirty (30) days after the invoice date, provided that You shall promptly pay the undisputed portion of the invoice pursuant to Section 3.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within 45 days.
4. If You choose to pay by credit card, You agree to the following:
 - i. You authorize Protein Metrics to bill the credit card information provided for payment of the subscription or license;
 - ii. You shall provide complete and accurate credit card information as required to process payment; and
 - iii. Your subscription or license reaches its expiration date and You do not provide notice of non-renewal, You authorize Protein Metrics to continue billing that credit card on file

including extending the expiration date until Protein Metrics is notified by You or the credit card company that the account is no longer valid.

5. You agree that Protein Metrics may charge your payment method for any services, subscriptions or licenses you purchase and for any additional amounts (including any taxes, late fees, and overage fees, as applicable) that may be accrued by or in connection with your account associated with Your Login Credentials.
6. **Billing and Payment Policy.** By submitting your payment account information, you grant us the right to store and process your information with a third party payment processing service provider, which may change from time to time; You agree that we will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of the third party payment service in addition to this Agreement.

4. Intellectual Property.

1. Subject to the limited rights expressly granted hereunder, Protein Metrics reserves all rights, title and interest in and to Protein Metrics Offerings, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein. You acknowledge that Protein Metrics Offerings are proprietary products of Protein Metrics and that Protein Metrics and/or its suppliers retain exclusive ownership of the Protein Metrics Offerings and Protein Metrics Content. You further acknowledge that Protein Metrics Offerings are protected by United States and foreign copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and that Protein Metrics Offerings are trademarks that belong to Protein Metrics. Solely for convenience, these marks may be used in this Agreement with or without the “™” or “®” symbol.
2. As between the parties, You own all rights, title and interest in and to the Customer Data and Your Confidential Information. Except as expressly provided herein, Protein Metrics acquires no right, title or interest in or to Customer Data. You grant Protein Metrics a royalty-free, worldwide, non-exclusive license to use, copy, modify and distribute Customer Data to provide you the Protein Metrics Offerings
3. You may provide general feedback to us with respect to the Protein Metrics Offerings and, upon termination, to allow us to collect general, non-specific

usage data that our Software may record in the ordinary course of its usage. All such Feedback are provided "AS IS." You grant us a perpetual, irrevocable, royalty-free and paid up, non-exclusive, transferable and sub-licensable worldwide license to use such feedback and usage data freely in connection with our and our successors' and assignees' businesses.

4. Use of Protein Metrics Content. You may view, copy, and download Protein Metrics Content that is made available to You on our Website or through Protein Metrics Offerings, subject to the following conditions:

- i. You shall not copy or download any Protein Metrics Content unless explicitly permitted by Protein Metrics.
- ii. You may only use the Protein Metrics Content for your own research and development and educational purposes in compliance with all laws and regulations that apply to you.
- iii. You shall not sell, transfer, publish, disclose, display, distribute, transmit, perform, license or otherwise commercially exploit the Protein Metrics Content or copies thereof to others. You may not resell or use Protein Metrics Offerings to provide substantially-similar services to any third party.
- iv. Except as otherwise expressly permitted by this Agreement, you may not copy, otherwise reproduce, modify, or adapt the Protein Metrics Content in whole or in part, including without limitation by posting the Protein Metrics Content on any network Computer or distributing the Protein Metrics Content on or in any media.
- v. You agree to make all necessary and reasonable efforts to comply with the above provisions in the same manner which you take to secure and protect Your own intellectual property rights, but no less than reasonable care, in order to maintain Protein Metrics's rights therein.

5. No Other Rights. Nothing contained within Protein Metrics Offerings should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Software or any Protein Metrics Content or trademarks displayed on our Software, except: (a) as expressly permitted by this Agreement; or (b) with Protein Metrics's prior written permission or the permission of the third party that owns the trademark or copyright of the Protein Metrics Content displayed on our offerings.

5. **Third-Party Software.** The Software may contain or be accompanied by software owned or authored by third parties that requires notices or additional terms and conditions. All such third-party software is provided AS-IS WITHOUT WARRANTY OR

CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Support. We have no obligation under this Agreement to support the Software. We offer support pursuant to separate terms and conditions (the “Support Agreement”) found at <https://www.proteinmetrics.com/licensing-and-agreements>

6. Confidentiality.

1. Each party agrees: (i) that it will use reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party’s Confidential Information to any person or entity, unless authorized in writing by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by these Terms or by the other party. As to Protein Metrics, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Protein Metrics Offerings that are not available to the general public via the public internet (including screen shots of the same), future product plans, the User Documentation, and the commercial terms (including pricing) of these Terms, audit, performance and security test results (whether conducted by Protein Metrics or You), and any other proprietary, financial or business information. As to You, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Protein Metrics Offering and Customer Data (including personally identifiable data).
2. Notwithstanding the foregoing, Confidential Information shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. It shall not be a breach of these Terms to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of these Terms; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the

requested information or otherwise challenge or oppose the disclosure requirement.

3. You agree that upon any termination or expiration of this Agreement, You will promptly deliver to Protein Metrics all Confidential Information, in any form, excepting only your copy of this Agreement and any Confidential Information that is subject to a continuing license. You will notify Protein Metrics promptly upon learning of any unauthorized disclosure or use of Protein Metrics' Confidential Information and will cooperate fully with Protein Metrics to protect such Confidential Information.

7. Customer Data; Customer Representations; Monitoring.

1. Customer Data. You are solely responsible for any Customer Data that you submit, use, display or share on or via the Protein Metrics Offerings. You must not submit, upload, post, display or share any Customer Data that you do not have the right to copy, use or share for the purpose of Your use of the Protein Metrics Offerings. You may submit, store, transmit, or publish Customer Data to Protein Metrics Offerings during the Term; provided that Customer Data shall only be provided to Protein Metrics in compliance with applicable law and regulation and Your rights in the Customer Data.
2. Customer Representations. You represent and warrant that: (i) You own the Customer Data submitted and used by You on or through Protein Metrics Offerings or otherwise have the right to grant the rights and licenses set forth in this Agreement; (ii) the submission and use of Customer Data through Protein Metrics Offerings does not violate any applicable laws or violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) You agree to pay for all royalties, fees, and any other monies owed by reason of Customer Data You submit or use through the Protein Metrics Offerings. Except as set forth above, the Customer Data is provided by you "AS IS".
3. Monitoring. We have the right, but not the obligation, to monitor Customer Data submitted to Protein Metrics Offerings, to determine compliance with this Agreement and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted through our Protein Metrics Offerings that Protein Metrics, in its

sole discretion, finds to be in violation of this Agreement or otherwise objectionable.

8. Term; Suspension; Termination.

1. **Term.** This Agreement is effective for the Term, until terminated in accordance with this Section 8. The initial Term shall remain in effect for the term indicated in the applicable Order. Thereafter, the Term shall automatically renew and extend for an additional period equal to the initial Term (a “Renewal Term”), and such renewals shall likewise be repeated for successive extensions upon expiration of each Renewal Term, unless either party provides written notice to the other of its intention not to renew at least forty-five (45) days prior to the expiration of the then-current Term or Renewal Term, as applicable; provided, however, that in no event shall the aggregate length of the initial Term and any renewal periods exceed five (5) years without Protein Metrics’s prior written approval. Any such renewal or extension shall apply to only the specific Protein Metrics Offering and not to any other Protein Metrics Offerings that may have been purchased under the Agreement.
2. **Suspension.** We may suspend your account or temporarily disable access to all or part of the Protein Metrics Offerings if we suspect any illegal or prohibited activities. We may terminate a suspended account or disabled account after thirty (30) days. Objections to suspension or disabling of accounts should be made to support@proteinmetrics.com within thirty (30) days of notification of the suspension or disabling.
3. **Termination.** Either Party may terminate this Agreement upon written notice if the other Party has committed a material breach of its obligations arising under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail. We may terminate this Agreement, Order or any account upon reasonable belief of the violation of any of the terms of the Agreement, including non-payment. you fail to comply with any provision of this Agreement.
4. **Effect of Termination.** Except as otherwise agreed by You and Protein Metrics, Protein Metrics may delete all Customer Data ninety (90) days after termination or expiration of this Agreement unless renewed or extended within this time frame. In the event of termination by reason of Your failure to

comply with any part of this Agreement, or upon any act which shall give rise to Protein Metrics's right to terminate, Protein Metrics shall have the right, at any time, to terminate the license(s), deny access to the Protein Metrics Offerings, delete account information (including but not limited to email IDs and passwords), and/or take immediate possession or confirm destruction of the Protein Metrics Offerings and documentation and all copies wherever located, without demand or notice. Within five (5) days after termination or expiration of this Agreement or an Order, You will return to Protein Metrics all Protein Metrics Confidential Information (excepting only Your copy of this Agreement and any Confidential Information that is subject to a continuing license or subscription) and the Protein Metrics Offerings in the form provided by Protein Metrics or as modified by You, or upon request by Protein Metrics destroy the Protein Metrics Offerings and all copies, and certify in writing that they have been destroyed. Without limiting any of the above provisions, in the event of termination as a result of Your failure to comply with any of its obligations under this Agreement, You shall continue to be obligated for any payments due. Termination of the license or subscription shall be in addition to and not in lieu of any equitable remedies available to Protein Metrics.

9. **Injunction:** In the event Protein Metrics reasonably believes that the use or distribution of any Protein Metrics® software, Protein Metrics® materials or Protein Metrics Trademarks is likely to be enjoined, Protein Metrics may, among other things, take back such infringing item or items and terminate the license associated with respect to such item or items. Protein Metrics may also seek judicial intervention including, without limitation, an injunction in the State Courts of Delaware in the United States of America, to which injunctive relief You expressly consent hereby and agree not to oppose.

10. Warranties; Disclaimers.

1. EACH PARTY REPRESENTS AND WARRANTS THAT IT, AND THE ENTITY ON WHOSE BEHALF IT ENTERS THIS AGREEMENT, IF ANY, HAS THE LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT. YOU FURTHER REPRESENT THAT YOU ARE NOT OTHERWISE PROHIBITED FROM USING OR RECEIVING PROTEIN METRICS OFFERINGS.
2. PROTEIN METRICS OFFERINGS ARE PROVIDED AS-IS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM

ANY REPRESENTATION, WARRANTY OR GUARANTEE OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE PROTEIN METRICS OFFERINGS WILL MEET YOUR REQUIREMENTS, (B) THE PROTEIN METRICS OFFERINGS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROTEIN METRICS OFFERINGS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PROTEIN METRICS OFFERINGS OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE PROTEIN METRICS WEBSITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE USE OF THE PROTEIN METRICS OFFERINGS OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE PROTEIN METRICS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. PROTEIN METRICS PROVIDES NO WARRANTY REGARDING, AND WILL HAVE NO RESPONSIBILITY FOR, ANY CLAIM ARISING OUT OF: (a) A MODIFICATION OF MADE BY ANYONE OTHER THAN PROTEIN METRICS, UNLESS WE APPROVE SUCH MODIFICATION IN WRITING, (b) ANY LIMITATIONS OF YOUR CLOUD ENVIRONMENT, OR (c) USE OF THE SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION. BY USING PROTEIN METRICS OFFERINGS, YOU ASSUME THE ENTIRE RISK OF THE RESULTS AND PERFORMANCE OF SUCH OFFERINGS.

3. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM YOUR FAILURE TO INSTALL OR ACCEPT UPDATES AS PROTEIN METRICS MAKES THEM AVAILABLE.

11. Limitations of Liability.

1. Disclaimer. NEITHER PARTY SHALL BE LIABLE TO ANY USER OR ENTITY FOR ANY LOST REVENUE, PROFIT OR DATA, LOSS OF USE, COSTS OF OBTAINING SUBSTITUTE GOODS OR SOFTWARE OR SERVICES, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, NO

MATTER HOW CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE, MISUSE, MALFUNCTION OF OR INABILITY TO USE THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. Limitation. EACH PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM THIS AGREEMENT OR THE PROTEIN METRICS OFFERINGS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF (I) \$200.00; OR (II) AMOUNTS ACTUALLY PAID BY YOU TO US FOR THE PROTEIN METRICS OFFERINGS, IF ANY, IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY . THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. YOU SHALL BRING NO ACTION FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF ANY CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE FOREGOING DISCLAIMER FAILS OF ITS ESSENTIAL PURPOSE.
3. Exclusions. THE LIMITATIONS IN SECTION 11 (2) DO NOT APPLY TO (A) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; OR (B) YOUR OBLIGATION TO PAY FEES OWED UNDER THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE SO SOME OF THE TERMS ABOVE MAY NOT BE APPLICABLE TO YOU.
4. Waiver of Class Action. ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THAT PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. Indemnification.

1. You will be solely responsible for, and will indemnify, defend and hold us harmless from all damages, liabilities, charges and expenses (including reasonable attorneys' fees) from all third party claims, lawsuits, or other proceedings arising out of or relating to:
 - i.our use of Protein Metrics Offerings in a manner not permitted by this Agreement, including maintaining the Protein Metrics Offerings by updating it with its most current Software and/or maintenance release;
 - ii.any acts or omissions by You, your employees, agents or any person or entity who gains access to Protein Metrics Offerings through You; or

iii. an infringement of any right resulting in any way from the use of Protein Metrics Offerings with other software or materials that we have not approved or licensed to You.

2. During the term of this Agreement, we agree to indemnify and hold You harmless from all damages, liabilities, charges and expenses (including reasonable attorneys' fees) from all third party claims, lawsuits, or other proceedings arising out of or relating to the use of the Protein Metrics Offerings in accordance with the terms of this Agreement infringe a third-party's intellectual property rights. Notwithstanding the foregoing, we will not be obligated to indemnify You if an infringement claim arises from: (a) Customer Data; (b) misuse of the Protein Metrics Offerings; (c) Your use of the Protein Metrics Offerings in combination with any products, services, data or technology not provided or approved by us; or (d) continued use of the Protein Metrics Offerings after You have received written notice from us to discontinue use. If an infringement claim is made or threatened, we may, in our sole discretion: (i) replace or modify the infringing Protein Metrics Offerings so that it is non-infringing (but materially functionally equivalent); (ii) procure the right for You to continue its use of the Protein Metrics Offerings; or (iii) notwithstanding our obligation to indemnify, we may terminate the Agreement and/or Order immediately should any Protein Metrics Offerings become, or in our opinion is likely to become, the subject of a claim of infringement of any intellectual property right, and in such case we shall provide a pro-rata refund of prepaid but unused license or subscription fees, such pro-rata refund shall be Your sole and exclusive remedy.
3. The Party seeking indemnification will provide the other Party prompt written notice of any claim. We will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at our own discretion. You may not settle or compromise any indemnified claim, action or allegation, except with our prior written consent. We may not, without Your prior written consent, enter into any settlement of an indemnified claim that imposes a direct financial liability on You or includes an admission of fault by You. You shall give such non-monetary assistance and information as we may reasonably require to settle or defend indemnified claims.

13. Export Regulations. All Software and technical data delivered under this Agreement are subject to U.S. export control laws and may be subject to export or

import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

14. **Privacy Policy.** Our Privacy Policy, which is available at <https://proteinmetrics.com/privacy/> and incorporated herein by reference, is applicable to your use of the Protein Metrics website and the Protein Metrics Offerings. Please review it.
15. **Minors.** Collecting personal information from children under the age of 18 ('minor children') through the Protein Metrics Offerings is prohibited. No Content should be directed toward minor children. Minor children are not eligible to use the site, and we ask that they do not submit any personal information to us. You represent and warrant that you are at least 18 years of age.
16. **Miscellaneous.**
 1. **Governing Law and Venue.** This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Delaware and controlling U.S. federal law, without giving effect to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts of the County of New Castle, Delaware.
 2. **Dispute Resolution.** Subject to the following, in the event of a dispute, claim or controversy between the Parties relating to the Protein Metrics Offerings or this Agreement, the Parties shall first negotiate in good faith to arrive at an agreed resolution. We reserve the right to seek immediate injunctive relief in the event of a breach or threatened breach of the licenses granted herein, or of Your negative covenants to us in this Agreement. Otherwise, if the Parties are unable to resolve the dispute, claim or controversy, the matter will be settled by independent arbitration involving a neutral arbitrator in New Castle, Delaware. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Parties understand there is no judge or jury in an arbitration proceeding and the decision of the arbitrator shall be binding on both Parties and may be entered into any court having jurisdiction. **SUBJECT TO THE FOREGOING, EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

3. **Headings; Severability and Unenforceability.** The headings of the sections of the Agreement have been inserted only to facilitate reference and shall not be taken as being of any significance whatsoever in the interpretation of the Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, contrary to policy or otherwise unenforceable, such provision shall be deemed modified so as to most nearly accomplish the Parties' intent to the fullest extent permitted by applicable law. If the unenforceable provision cannot be rendered enforceable through such deemed modification, then, so long as the fundamental terms of the Parties' bargain remain binding, the unenforceable provision shall be deemed struck and the remainder of this Agreement shall remain in force.
4. **Entire Agreement.** This Agreement, together with the terms and conditions of the Order and the Support Agreement, is the entire agreement between You and us relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification or waiver of any provision of this Agreement will be binding, unless in writing and signed by an authorized representative of each Party.
5. **Restricted Rights.** Protein Metrics Offerings is a "commercial item" comprised of "commercial computer software" and "commercial computer software documentation," as those terms are defined in 48 C.F.R. § 2.101 and 48 C.F.R. § 227.7202, and any use, duplication, or disclosure by the United States federal government is subject to the restrictions applicable to commercial computer software, commercial computer software documentation and commercial items generally in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. For purposes of use, duplication, or disclosure by the United States federal government, the "Contractor" and author of the Software is Protein Metrics.
6. **Assignment.** You may not assign or transfer this Agreement (whether directly, by operation of law, or otherwise) without our express, prior, written consent, except that You may assign this Agreement without our consent, in the context of a merger or sale of all or substantially all of Your assets to the surviving entity of such merger or the acquirer of such assets, provided that

within ten (10) business days of such event you (i) provide written notice to Protein Metrics of such assignment and (ii) provide the assignee's written consent to assume your obligations under this Agreement. This Agreement shall be binding upon and will inure to the benefit of the Parties, their successors and permitted assigns.

7. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, and no third party has any rights hereunder.
8. Relationship of the Parties. This Agreement does not establish any relationship between the Parties except that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
9. Notices. All notices required or permitted to be given under this Agreement shall be deemed duly given (i) immediately, if by personal delivery, (ii) one business day after sending by electronic mail (email), or (iii) five (5) business days after sending, if by certified mail. Notices to us shall be sent to 225 Franklin Street, 26th Floor, Boston, MA 02110 USA or legal@dotmatics.com. Notices to you shall be sent to the contact information you provided in connection with your registration for or purchase of Protein Metrics Offerings. Each Party may from time to time update its addresses by sending notice to the other Party, and neither Party shall bear any liability for the other Party's failure to notify it of its updated physical or electronic addresses.
10. Interpretation. The article, section, and subsection headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.
11. Audit. You agree that, with two (2) business days' notice, we may audit your usage of our Protein Metrics Offerings, including your facilities and cloud environments where our offering(s) is in use to confirm Your adherence to this Agreement.
12. Publicity. You agree that we may identify You as a recipient of Protein Metrics Offerings and use Your logo in sales presentations, marketing materials, press releases and financial presentations provided that we use Your logo in accordance with Your logo guidelines.
13. Force Majeure. A party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, criminal

acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event.

14. Counterparts. This Agreement and any Order may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of this Agreement or any Order transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or Order, as applicable, and, when together with all other required signed copies of this same Agreement or Order, as applicable, will constitute one and the same instrument.
15. Waiver. The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.
16. If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to have been deleted from this Agreement.
17. Additional Information. If You have any questions about this Agreement, please contact us at support@proteinmetrics.com.

Attachment 1 – Additional Terms for Software Licenses

1. Definitions

1. **“License Key”** means the unique key code provided by Protein Metrics to You that permits You to access the Software.
2. **“User Credentials”** means the configured username and password combination either provided by Protein Metrics or generated by the Your designated account administrator that permits You to access the Software.
3. **“Update”** means upgrades, patches, updates or enhancements to the Software made available by Protein Metrics.

2. License Grant

1. Pursuant to the terms of this Agreement and conditioned on your continued adherence to its terms and payment of all fees in the Order, we hereby grant you a non-exclusive, non-transferable (except as expressly provided in Section 17(6.) Assignment above), non-sub-licensable license to install, access and use the Software listed in the applicable Order for the term set out therein, solely for your internal business, internal research, academic research, and research done solely by you on behalf of your customers. Your use of the Software is further subject to all of the usage restrictions and limitations that apply to the type of license that you have purchased, and/or that are specified in the Order. Such restrictions and limitations may include, as non-exclusive examples: usage limitations tied to the number of Computers for which you have purchased License Keys at any one time; limits on the number of physical cores in the integrated circuit central processing unit (CPU) of the Computer on which the Software is used; limits on the number of simultaneous users; specified geographic limits; and limits on the use of Software to specified cloud environments or servers. Additionally, you must use the licensed Software only in a manner and for the purposes for which the Software was designed as set out in Protein Metrics’ documentation. You may learn more about the specific license types on this [support page](#).
2. Limitations. You are responsible for obtaining any equipment and internet service necessary to access our Protein Metrics Offerings and for paying any fees for the Protein Metrics Offerings you select from time to time. We may alter, suspend, or discontinue our Software, in whole or in part, at any time and for any reason, without notice. We may restrict access to portions of our

Software, including without limitation the platform, for some or all users, from time to time. The Protein Metrics Offerings may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

3. Upon payment of the applicable license fee(s), You will receive a License Key or User Credential, depending on the license type purchased. Protein Metrics is permitted to produce License Keys or User Credentials for the Software.
 4. The Software is for research and internal business purposes only. In particular, it may not be used in any form for any diagnostic or therapeutic purposes or otherwise in connection with the treatment of a patient.
3. **Software License Duration, Updates and Support.** Purchase of a license allows You to use the Software and any subsequent updates, upgrades and new version releases marketed under the Protein Metrics name during the specified time period of the Term. A license purchased on Subscription is valid from the date of issue until the specified date of expiration. Unless the Subscription is renewed, at the end of the validity period the License granted under this Agreement shall terminate, and the Software will revert to Restricted Mode.

4. **Restrictions and Obligations:**

1. Copy Restrictions: The Software and the accompanying manual are copyrighted by Protein Metrics. Unauthorized copying of the Software, including modifications of the Software or programs in which the Software has been merged or included with other software products is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this License. Subject to these restrictions, You may make one copy of the Software, solely for backup purposes. You must reproduce and include the copyright notice on the backup copy.
2. Transfer Restrictions: Any authorized transfer of the Software shall be subject to the provisions of this Agreement. In no event, may you transfer, assign, rent, lease, sell, or otherwise dispose of the Software on a permanent or temporary basis except as expressly provided in Section 17(6.) Assignment above.
3. Customer Obligations: You agree to secure and protect the Software, License Key(s) (if any), User Credential(s) (if any), Documentation and copies thereof in a manner consistent with the maintenance of Protein Metrics' rights

therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software to satisfy its obligations hereunder. You will not remove any proprietary notices or labels on the Software.

4. **Privacy and Data Collection:** Protein Metrics may collect certain personal information from You and/or the Authorized User as a consequence of entering into this Agreement. In providing said information, You are consenting to Protein Metrics holding a copy of this information. Protein Metrics will not disclose this information to any third parties without the Your express permission, unless required to do so by operation of law, with the exception that Protein Metrics may share the information with authorized resellers of the Software for the sole purposes of enabling such resellers to service and support selected Protein Metrics customers, any such reseller to be contractually bound to the same privacy and non-disclosure obligations with respect to the information as Protein Metrics.
5. **No Trademark License:** The Software and any associated materials are being licensed to the You, as END-USER by this Agreement. Notwithstanding anything to the contrary in this Agreement, You as END-USER are not licensed to use Protein Metrics's trademarks, trade names or any other intellectual property rights held by Protein Metrics, including the Protein Metrics® name and logo, other than the licensing of the Software and associated materials.
6. **Modification:** You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software.
7. **No Rights to Source Code:** You have no rights to view, examine, inspect, possess, redistribute, or any other rights to the Software source code. Protein Metrics will retain all such source code at its sole discretion.
5. **Third Party Services:** The Software may facilitate Authorized Users interacting with third party services. You confirm that use of any such third party service shall be governed solely by the terms and conditions of that service and not this Agreement. Protein Metrics shall be entitled to deem any attempt to access any third party services as unconditional acceptance of the third party terms and conditions by You. Under no circumstances shall Protein Metrics be liable or responsible for lack of functionality or reduced performance of any third party services. Further, in no event shall Protein Metrics be liable for damages of any kind or inconveniences

caused by changes in data formats, communication protocols or any other aspects of such third party services.

Attachment 2 – Additional Terms for Subscription Services

1. Definitions

1. “Subscription Services” means services subscribed by You that Protein Metrics provides as software-as-a-service, and also includes any Support Services we provide to you under this Agreement.
2. “Third Party Databases” means any third party databases of data or information accessible via the Subscription Services.
3. “Update” means upgrades, patches, updates or enhancements to the Subscription Service made available by Protein Metrics.
4. “User Documentation” means Protein Metrics’s standard documentation ordinarily provided to licensees of Protein Metrics’s Software.

2. Provision of the Subscription Services

1. Subject to the terms and conditions of this Agreement, Protein Metrics agrees to provide the Subscription Services to the number of Your Authorized End Users during the Subscription Term. During the Subscription Term, Your Authorized End Users shall have the right to access and use the Subscription Services solely for Your internal business activities.
2. Protein Metrics shall provide You the necessary License Keys or User Credentials to permit You to access the Subscription Services. Protein Metrics shall also provide You any Documentation to be used by You in accessing and using the Subscription Services. You acknowledge and agree that, as between You and Protein Metrics, You shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by You, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by You. You shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Subscription Services and shall cause Authorized End Users to comply with such provisions.
3. Subject to the terms and conditions of this Agreement, Protein Metrics grants to You a non-exclusive, nontransferable (except as expressly provided in Section 17(6.) Assignment above), non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with use of the Subscription Services. You will reproduce

all copyright notices and all other legends of ownership on each copy, or partial copy, of the Documentation.

3. **Usage Restrictions:** You agree not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, You agree not to (i) reproduce the Subscription Services or any software component used to provide the Subscription Services, nor reproduce any copies of any Installable Components; (ii) modify, adapt, translate or create derivative works based upon any component of the Subscription Service, provided that the foregoing shall not be construed to prohibit You from configuring the Subscription Services to the extent permitted by the standard user interface thereof; (iii) distribute, resell, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer, assign or provide to any third party any access rights or any access to the Subscription Services; (iv) use the Subscription Services in any manner that is inconsistent with the User Documentation; (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from which the Protein Metrics Offerings or any software component of the Subscription Services is compiled or interpreted, and You acknowledge that nothing in this Agreement will be construed to grant You or Your agents any right to obtain or use such source code; or (vi) attempt to gain or permit unauthorized access to the Subscription Services or related systems or networks, including but not limited to, conducting any penetration testing, system scanning, denial of service attacks, or similar efforts. You agree to use the Subscription Services only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. You may not export or re-export any software component used to perform the Subscription Services, except in compliance with applicable export laws and regulations. You acknowledge and agree that any act or omission in breach of this section will constitute an unauthorized exercise of Protein Metrics's intellectual property rights beyond the scope of the rights granted by this Agreement, and strict compliance with this section is an essential basis of this Agreement.
4. **Availability** The Subscription Services will be available in accordance with the Service Level Agreement located at <https://www.proteinmetrics.com/licensing-and-agreements>
5. **Privacy:** You acknowledge and agree that by accessing and using the Subscription Services, including the Protein Metrics website, You consent to the collection, use and disclosure of certain information as set forth in our Privacy Policy published

at <https://www.dotmatics.com/privacy/>. You acknowledge and agree that the Subscription Service is not intended to process sensitive information, including, but not limited to: Protected Health Information (as defined under HIPAA), Sensitive Personal Information (as defined by GDPR), Social Security Numbers or other national identification numbers, and other similar sensitive personal information.