

# General Terms and Conditions for the Biognosys Software License, Maintenance and Support Agreement

Fixed Term and Renewable License Option

26 February 2026

These General Terms and Conditions for the Biognosys Software License (“**GTC**”) set forth the terms and conditions under which Biognosys AG (“**Licensor**”) will license the software and any components thereof that Licensee (as defined below) has received from Licensor.

## 1. Definitions

Capitalized terms used in this Agreement shall have the meanings assigned to them next to the defined term printed in bold letters. In addition, the following terms shall have the meaning defined in this Section 1:

“**Activation Key**” means a unique, non-transferable code (or digital credential) issued by Licensor to Licensee that enables activation and use of the Software and identifies the applicable Software product (e.g., Spectronaut, SpectroMine, SpectroDive, OmicsFlow and any other if applicable). Licensor may, in its discretion and as reflected in orders, renewals, or approved requests, modify other parameters linked to an Activation Key, including the access expiration date and the number of Tokens. The Activation Key remains Licensor’s property and must be kept confidential and secure; Licensee may not share, resell, assign, or otherwise transfer it to any third party, and any such sharing or misuse constitutes a material breach of this Agreement. Licensor may suspend, revoke, or replace an Activation Key that is expired, compromised, or requires adjustment under this Agreement.

“**Affiliate**” means any person, firm, association, organization, corporation, company, or other entity which: (i) is Controlled by a party hereto; (ii) Controls a party hereto; or (iii) is under common Control with a party hereto. “**Control**” is assumed when more than fifty percent (50%) of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

“**Agreement**” shall mean the agreement concluded between the Parties, containing these General Terms and Conditions, including any Quote, Service Level Agreement (SLA), and any other contract documents as agreed between the Parties. In case of conflict or any inconsistencies between the terms of any of the afore listed documents, the terms of Quote shall prevail over GTC; GTC shall prevail over SLA; Quote, GTC and SLA prevail over any other contract documents unless it is explicitly stated in SLA and other documents that this particular term shall prevail. Any terms and conditions of Licensee on any of its acceptance forms, purchase order or other documents are explicitly excluded from this Agreement.

“**Annex**” shall mean any of the annexes to the GTC.

“**Background Materials**” shall mean any proprietary information of Licensor, including without limitation, Licensor’s proprietary transition or fragmentation lists, assays, diagrams, graphs,

analysis reports made available to Licensee in connection with Licensee's access to or use of the Software and the Documentation.

**"Documentation"** shall mean any materials, in electronic, written, or oral form, of Licensor made available to Licensee relating to the Software, including, without limitation, user guides, tutorial and other instruction materials and online help information made available via Licensor's webpage.

**"Effective Date"** shall mean the date of Software delivery to Licensee as described in Section 3 below.

**"Fee"** shall mean license fee for the initial term of this Agreement as identified in the Invoice. There are two categories of fees: academic (Academic License) and industry (Non-academic License) that are charged according to the activity/legal status of Licensee.

**"GTC"** shall mean these present General Terms and Conditions for the Biognosys Software License, Maintenance and Support Agreement.

**"Instance"** shall mean, in the context of licensing models with concurrent usage, a live, running session of the Software.

**"Invoice"** shall mean the document provided by Licensor, or any of its Affiliate acting as a distributor for the Licensor, or a third-party distributor, to Licensee which sets forth the license types granted to Licensee, the Term, the applicable Fee and payment terms.

**"Job"** shall mean, in the context of licensing models with concurrent usage, a discrete execution task, often automated or batch-based that at times also can run in the background, without user interaction.

**"Licensee"** shall mean the Party identified under the shipping address in the Invoice. For clarity, Licensee is the entity or an organizational unit purchasing the License. Unless a multiple Site license is purchased, if Licensee belongs to a group of companies, only the entity or an organizational unit (as the case may be) indicated in the shipping address on the Invoice is the Licensee. If Licensee is an organizational unit within a company or institution, only employees of that organizational unit are Users (as defined below).

**"Licensee Data"** shall mean Licensee's mass spectrometric data and any other data (including data sets or data files) of Licensee that Licensee (including all Users authorized by or otherwise connected to Licensee) uploads into the Software.

**"Licensed Materials"** shall mean the Software, the Documentation and the Background Materials as well as any other material or information made available to Licensee under or in relation to this Agreement.

**"Licensor"** shall mean Software developer, Biognosys AG, Wagistrasse 21, CH-8952 Schlieren, Switzerland.

**"Party"** shall mean, as the case may be, Licensor or Licensee, and **Parties** shall mean Licensor and Licensee collectively.

**“Quote”** shall mean a commercial offer issued by the Licensor to the Licensee, specifying the applicable license fee, the duration of the license term, the software package or modules to be licensed, and the permitted number of Seats, entities, organizational units or Sites. The Quote may also include additional commercial terms such as payment schedule, applicable discounts, and any optional services or features. Each Quote shall be valid for the period stated therein and shall become binding only upon acceptance by the Licensee and confirmation by the Licensor.

**“Results”** shall mean the Software-generated results of the analysis of Licensee’s mass spectrometric data, including, without limitation, any visualization of the data, diagrams, statistical analysis related to signal processing (e.g., peak picking), quantification, or evaluation of statistical significance of or relating to any of the foregoing.

**“Seat”** shall mean a unit of concurrent use entitlement linked to a License. Each Seat corresponds to one Token and permits, at any given time, either (i) one active Software Instance or (ii) one Job executed by Software. The number of Seats equals the number of Tokens provisioned under the Activation Key and limits the total number of concurrent Instances and/or Jobs, regardless of Users, devices, or locations. A single User may use multiple Seats concurrently, and multiple Users may use different Seats concurrently, provided total concurrent use does not exceed the number of Seats purchased. The total number of Seats allocated to the Licensee shall be specified per license type described in the applicable Annex A-1 or Annex A-2 and confirmed in the applicable Quote or Invoice.

**“Section”** shall mean any of the numbered Sections contained in the GTC.

**“Site”** shall mean the specific physical location(s) of the Licensee, as identified in the applicable Quote or Invoice, where the Software is authorized to be installed, accessed, or used. Use of the Software is strictly limited to the designated Site(s), and any access, installation, or use of the Software at other locations of the Licensee or its Affiliates is prohibited unless expressly authorized in writing by the Licensor.

**“Software”** shall mean the software product developed by Licensor that is identified in the Invoice, including any Upgrade thereof, but excluding, for the avoidance of doubt, any third-party application programming interfaces combined with the Software.

**“Support”** shall mean responding to a reasonable number of technical questions about the Software functionalities and usage, including but not limited to giving advice on installing, activating, and operating the Software, helping to understand and read information generated by the Software, and identifying and troubleshooting technical problems including bugs. Examples of issues that are not encompassed in the Support are requests for advice on LC-MS conditions, acquisition method customization, sample preparation, experimental design, etc. These examples are illustrative and not conclusive.

**“Term”** shall mean one year or such other term of this Agreement as identified in the Invoice.

**“Token”** shall mean a sub-key of license entitlement provisioned under the Activation Key. Each Token enables one concurrent use of the Software, either through a live Instance or an executing

Job. Tokens collectively determine the maximum number of concurrent operations permitted under the License.

“**Update**” shall mean any maintenance releases that is made available after the Software has been released (to implement bug-fixes, changes to functionalities, security updates, etc.) generally made available by Licensor to all of its licensees during the Term.

“**Upgrade**” shall mean a new major version of the Software that includes significant improvements, new features, or major enhancements compared to the previous version as may be released in the future at Licensor’s sole discretion.

“**User**” means (i) any employee, temporary employee or on-site contractor retained by Licensee; (ii) any person employed as an auditor or examiner by a public accounting firm or by governmental authority who has the legal right or obligation to gather or review information of data or any kind produced by or belonging to Licensee; and (iii) any person or entity retained by Licensee to pursue Licensee’s business endeavours, who are authorized by the Licensee to use the Software.

## **2. Introduction**

This Agreement is an agreement between Licensee and Licensor for the rights of use of Software. **BY CLICKING “ACCEPT” UPON LOGIN TO OR BY INSTALLATION OF SOFTWARE, LICENSEE AGREES TO THE TERMS AND CONDITIONS HEREIN.**

Licensor may add to, change, or remove any part, term, or condition of this Agreement, including but not limited to as it applies to the Software at any time without prior notice or liability to Licensee. Any such additions, changes, or removals posted at [\[link\]](#) shall apply as soon as they are posted. By continuing to use the Software after so posted, you are indicating your acceptance thereto.

If Licensee does not agree to the terms of these GTC or Licensor’s privacy policy available at [link](#) updated from time to time, Licensor is unwilling to license the Software to Licensee.

By purchasing the license and using Software Licensee accepts the terms of these GTC.

## **3. Delivery of Software**

(a) To achieve an optimal performance, Licensee shall follow the recommendations of Licensor (if any) regarding specifications and requirements to the equipment or computer systems on which or together with which the Software is to be used or can be installed, including for Updates and Upgrades.

(b) Licensor shall use reasonable endeavors to deliver the Software electronically in number of copies as stipulated in the corresponding Invoice, by making it available for download to Information Systems of Licensee; installation in a cloud environment or High-Performance Computing cluster of Licensee; and one copy of the Documentation electronically by making it available for download to Licensee.

(c) Risk in any media on which the Software and Documentation are recorded shall pass to the Licensee on delivery.

(d) At the request of the Licensee, the Licensor shall provide training to the Licensee in the use of the Software at the times and rates set out in Annex A and Annex B.

(e) Licensee shall be deemed to have accepted the Software upon commencement of live running.

#### **4. License**

4.1 The Software is licensed, not sold. Subject to the restrictions and limitations set forth in Section 4.2 and all other terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable, non-sublicensable, license during the Term to solely upload Licensee Data; analyze Licensee Data and generate Results; display, review and analyze the Results; share the Results with other Users; export, publish and disclose the Results, and all for Licensee's commercial and non-commercial purposes ("**Agreed Use**"). In case of Academic License, the Agreed Use shall be solely for non-commercial, own academic research purposes of Licensee.

Depending on the applicable license type as described in the Annex A-1 or A-2 as applicable, Agreed Use of Licensed Materials can be also limited to a territory, organizational unit or operational site of Licensee and shall be specified in the Invoice.

#### **4.2 Restrictions and Limitations**

(a) **License Use Limitation.** Any license granted hereunder is subject to the following use limitations: (i) the Licensed Materials may only be used by Users; and (ii) if, and only to the extent, the License is subject to a concurrent use limitation, the Licensed Materials must not be used at any point in time by more than the number of Seats specified in the applicable License type.

Any changes to the territory, organizational units, operational sites or number of Seats, referred to in the corresponding Invoice, shall be immediately notified by Licensee to the Licensor in writing.

(b) The License grant under Section 4.1 shall not include any rights other than the Agreed Use and it shall, in particular and without limitation to the generality of the foregoing, exclude the right (i) to make any use of the Licensed Materials that is not the Agreed Use or that is not any of the intended uses of the Licensed Materials, as provided for in the Documentation and the standard functionalities of the Software; (ii) to copy, make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software (in addition, Licensee shall not permit such actions to any third party) (iii) to make any use of the Licensed Materials in a clinical diagnostic setting, to provide a diagnostic service or product, or to otherwise use the Licensed Materials for clinical diagnostic purposes; (iv) to make any amendment or modification to or to create any derivative work of the Licensed Materials or any part thereof; (v) to make the Licensed Materials or any part thereof available to any unauthorized User or third party or exceed number of Seats as stipulated in the corresponding License type; (vi) to reverse engineer, decompile, decrypt, disassemble or otherwise reduce any part of the Software to human-readable form nor permit any third party to do so (except as may be permitted under mandatory applicable law); and (vii) to remove or alter any copyright notice

or other proprietary rights notices placed on or embedded in the Licensed Materials or any part thereof. Further, Licensee shall not make any unlawful use of the Licensed Materials.

(c) In case of any request of technical assistance related to interoperability of the Software under the applicable law, Licensor shall provide such assistance subject to the Licensee's payment of a fee covering the costs of provision, support, and any associated licensing.

(d) At all reasonable times and upon reasonable advance notice, Licensee shall permit Licensor's representative to inspect and have access to any premises, and the computer equipment located there, at which the Licensed Materials are being used or kept and any records kept pursuant to this Agreement to ensure that the Licensee is complying with its obligations under this Agreement.

#### **4.3 Right of Inspection**

In the event that the Licensor has reasonable grounds to suspect that the Licensee is using the Software in breach of the terms of this Agreement, including but not limited to exceeding the licensed number of Seats, unauthorized use at non-designated Sites, or any other misuse, the Licensor shall have the right to conduct an inspection or audit of the Licensee's use of the Software.

Such inspection may include a review of relevant records, systems, and installations, and shall be conducted during normal business hours with reasonable prior notice. The Licensee shall cooperate fully with the Licensor and provide access to all necessary information and systems. If misuse is confirmed, the Licensee shall bear the costs of the inspection and take immediate corrective action, including payment of any applicable fees or penalties.

### **5. Maintenance and Support**

(a) Licensor agrees to provide Licensee with maintenance and support for the Software to the extent set forth in the applicable Annex A-1 or Annex A-2.

Subject to the terms and conditions of these GTC and unless otherwise stated in the Invoice, the License Fee shall include provision of Upgrades (which may be issued once per year maximum at a sole discretion of Licensor) to Licensee and certain other support services as set forth in Annex A-1, A-2 or Annex C to these GTC (collectively referred to as Maintenance and Support).

(b) If Licensor has issued an Update or Upgrade and made it available to Licensee, Licensee agrees to use the Update or Upgrade and, if applicable, upgrade their IT System in accordance with the technical requirements specified by the Licensor. If Licensee will continue using previous versions of Software (with no Updates or Upgrades), Licensee agrees that such versions will not be supported and Licensor cannot be held liable for any limitations or damages as a result of use of a previous version of the Software.

(c) Licensee is solely responsible for: i) the operation, performance and security of Licensee's equipment, networks and other computing resources used to download the Software and use services, ii) maintaining the confidentiality of User id's, passwords and other User credentials

used in conjunction with the Software, including not sharing login information among Users, and iv) all use of the Software that occur using Licensee's password(s). Licensee will notify Licensor immediately of any unauthorised use of Software or any other breach of security. For the avoidance of doubt, with respect to Software deployed solely in a cloud environment, the Licensor shall not be liable for any unforeseen costs incurred by the Licensee that arise from software bugs, including but not limited to excessive consumption of cloud resources (such as compute, storage, bandwidth, API calls, etc.), unintended scaling of services, or other anomalous behavior resulting in increased cloud infrastructure charges.

(d) Licensee guarantees that Licensee and all its Users will at all times comply with these GTC.

(e) Licensor will not be required to correct any of the following incidents, which are deemed ineligible for Maintenance and Support:

- (i) availability or Support on any Sandbox, Acceptance, Beta, Education, Demo, Developer and/or debugger accounts and any other non-production or test environments;
- (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Software;
- (iii) use of the Software that is not in compliance with these GTC.

## **6. Additional Services**

For an additional fee and if included in the Invoice or requested by Licensee at a later stage during the Term, Licensor agrees to provide certain additional services as set forth in Annex B to these GTC.

## **7. Fees**

(a) In consideration for the license grant as set forth in Section 4, the delivery of Licensed Materials and the provision of Maintenance and Support during the Term, Licensee agrees to pay to Licensor the Fee applicable to the specific license type, as set forth in the Invoice. If the license is terminated or amended (in full or in part), Licensee will not be entitled to a refund of Fees already invoiced or paid.

(b) Licensee shall pay the Fee to Licensor on acceptance of these GTC by click-wrap agreement. All invoices for any Fees payable under this Agreement shall be paid by Licensee within thirty (30) days of the date of Licensor's Invoice.

(c) All Fees stated in commercial proposals of Licensor and respective Invoices shall be exclusive of VAT, withholding and other taxes, if applicable, and such VAT and/or taxes shall be borne by Licensee in addition to the respective Fee.

(d) Licensor is entitled to pass on price increases for subcontractor services such as (without limitation) infrastructure providers for hosting solutions.

(e) If any sum due from Licensee to Licensor under these GTC and respective Invoice is not paid within seven (7) days of its due date then (without prejudice to any other rights and remedies available to the Licensor) Licensor reserves the right to charge, and the Licensee agrees to pay, interest on such sum on a day to day basis at the annual rate of 18% interest rate from the date

when payment became due until the date on which payment has been received together with any interest which has accrued.

## **8. Intellectual Property Rights**

(a) Licensee acknowledges that any and all Intellectual Property Rights which subsist in or arise in connection with the Software or the Documentation anywhere in the world belong to the Licensor (or its licensors) and that Licensee shall have no right in or to the Software or the Documentation save the right to use it as permitted by these GTC.

(b) Licensee shall own and retain title to all intellectual property rights that may exist in any of the Licensee Data and the Results. In particular, for the avoidance of doubt, the Parties agree that discoveries that Licensee makes while using the Licensed Materials in conjunction with Licensee Data are not considered to be intellectual property of Licensor. Licensee acknowledges and agrees that it shall itself be responsible for and assume the risk of the accuracy, integrity and legality of Licensee Data and of the means by which Licensee acquires, uploads, transmits and processes Licensee Data.

(c) Licensee acknowledges that Licensor and, as the case may be, certain third parties own and shall retain all intellectual property rights that may exist in the Licensed Materials, including without limitation any derivative work, improvements or modifications of any of the foregoing, whether or not made by Licensor. The right to any modification to Licensed Materials shall vest in Licensor, independently of whether or not Licensor contributed to such modification. If and to the extent Licensee provides to Licensor any suggestions, improvements, modifications, feedback, error identifications or other information related to the Licensed Materials (the “**Feedback**”), Licensee hereby grants to Licensor a fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide, non-exclusive license to: (i) use and exploit such Feedback to modify or improve the Licensed Materials or any other of Licensor’s products and services, and (ii) use, copy, prepare derivative works of, display, make, sell and otherwise distribute any products and/or services incorporating or utilizing such Feedback.

(d) Licensee acknowledges that certain third party application programming interfaces (the “**API**”) are combined, and may be made available by Licensor to Licensee, with the Software and that proprietary third party rights may exist in these API. The use of these API is not governed by these GTC and Licensee’s copying, installation, distribution and use of these API is subject to Licensee entering into and complying with an end user license agreement with the respective licensor. The list of API integrated with the Software, the respective licensors and the terms of the third party licensor end user license agreements are provided in Annexes for the respective License. If Licensee disagrees with the terms of any of these end user license agreements, Licensee may not use the Software.

## **9. Confidentiality**

(a) “Confidential Information” shall mean any and all non-public, technical, financial or business item, information or trade secret, including but not limited to inventions, patents, patent applications, know-how, personal data, test and raw data, programs, source codes, methods, concepts, specifications, formulations, designs, techniques, processes, samples, business plans, strategies, customer lists or other information of a confidential nature;

including all notes compilations, summaries, memoranda or documents which contain, reflect or otherwise derive from the information mentioned above as well as any copies or reproductions hereof, whether marked as "confidential" or not whether in verbal, written, graphic, electronic, or any other form of any kind whatsoever disclosed hereunder by or on behalf of the Disclosing Party and/or its Affiliates to the Receiving Party and/or its Affiliates. Confidential Information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") under this Agreement shall be kept confidential by the Receiving Party and the Receiving Party shall not, without prior consent of the Disclosing Party, disclose such Confidential Information to any third party (other than its own employees, subcontractors or agents to whom Confidential Information can be disclosed on a need-to-know basis and subject to confidentiality obligations no less stringent than those stipulated herein) or use such Confidential Information for any purpose other than as set forth in this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by the Receiving Party if and to the extent such Confidential Information (and provided the Receiving Party has respective evidence to support any of the following): (i) is public knowledge at the time of disclosure or thereafter becomes generally known through no fault of the Receiving Party; (ii) is already known to the Receiving Party prior to its receipt from the Disclosing Party without breach of an obligation of confidentiality running directly or indirectly to the Disclosing Party; (iii) was demonstrably developed by the Receiving Party without using information disclosed by the Disclosing Party to the Receiving Party; (iv) was rightfully obtained by the Receiving Party without breach of an obligation of confidentiality running directly or indirectly to the Disclosing Party; ; or (v) is to be disclosed pursuant to any legal, regulatory or stock exchange requirement; provided that any disclosures pursuant to Section 9 (a) (v) shall only be to the extent necessary for compliance of such a requirement and the Confidential Information disclosed pursuant to such required disclosure shall remain otherwise subject to the confidentiality and non-use provisions set forth herein. For the avoidance of doubt, the Parties expressly agree that Licensee Data and the Results shall be Confidential Information of Licensee and the Licensed Materials shall be Confidential Information of Licensor.

(b) Licensee acknowledges and agrees that the Software, upon launch and thereafter in certain regular intervals, communicates its version number, the User account ID and certain other technical information to Licensor's systems in order to automatically check whether Updates are available for download and Licensor may collect, analyze and retain such information for its own purposes. Such information provided to Licensor's system will, for the avoidance of doubt, not include any Licensee Data or other content data of Licensee.

## **10. No Warranty, Exclusion and Limitation of Liability**

(a) Licensor warrants that:

- (i) it has the right to enter into this Agreement and to grant Licensee a license to use the Software as provided in this Agreement;
- (ii) for 90 days from delivery, the Software will perform substantially in accordance with the functions described in the Documentation when operated properly and in the manner specified in the Documentation;

(iii) nothing in the Software itself shall impair or disrupt the performance or functionality of the Software as a result of any dates or date functionality including, without limitation, the change in year digits caused by a leap year, or a new decade or any addition of leap seconds. Licensee shall be responsible for (and Licensor shall not be liable for) the effect of the said change on, or caused to the performance or functionality of the Software by any data, software or hardware (including data passed from any software or hardware) on the Software;

(iv) it has tested for viruses in the Software using commercially available virus checking software, consistent with current industry practice;

(v) any services provided under this Agreement will be performed with reasonable skill and care and diligence in a good and workmanlike manner and that all of the Licensor's personnel engaged in fulfilling its obligations under this Agreement will possess sufficient qualifications and professional competency and experience to carry out such services in accordance with the foregoing standards.

(b) Licensee accepts all responsibility for the selection of the Software to meet its requirements. Licensor does not warrant that the Software and/or the Documentation will be suitable for such requirements nor that any use will be uninterrupted or error free. The Licensed Materials are provided to Licensee as-is and any express or implied representation, warranty or indemnification obligation, including, without limitation, any implied representation or warranty of merchantability, fitness for a particular purpose or non-infringement of IP rights is hereby expressly excluded to the maximum extent permitted by applicable law.

(c) To the maximum extent permitted by applicable law, Licensor shall not be liable to Licensee for lost profits, any loss occurring from infringement of patent or other IP rights, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages.

(d) Licensee's sole remedy for breach of the warranties in Sections 10(a) (ii) –(vi) is to require Licensor to repair or replace (at the Licensor's option) the defective item or repeat the performance of the relevant services so that it complies with the warranties in any of those Sections which have been breached within a reasonable time at no charge to the Licensee provided any such breach of warranty is notified to the Licensor in writing during the applicable warranty period (and, for the avoidance of doubt, the Licensor's right to provide that remedy shall not be affected if Licensee fails to provide notice in accordance with the terms of this Section 10(c)). Licensee shall provide all information as may be reasonably necessary to assist Licensor in resolving the defective item or service including, without limitation, sufficient information to enable Licensor to re-create the defect.

The aggregated total liability of the Licensor towards the Licensee in respect of any cause of action relating to or arising out of this Agreement shall not exceed the total amount of fees payable by Licensee to Licensor under this Agreement.

(e) The warranties in Section 10 (a) shall not apply if:

- (i) Licensee makes or causes to be made any modifications to the Software without Licensor's consent;
- (ii) the Software is used in combination with any software or materials not supplied by Licensor;
- (iii) the Software is used in a manner for which it was not intended;
- (iv) with respect to the Software deployed solely in a cloud environment, the Licensor shall not be liable for any unforeseen or bug-related costs incurred by the Licensee in connection with cloud infrastructure usage; or
- (v) the Software is used other than as permitted under this Agreement.

(f) The Licensee understands and agrees that unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right and remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. Each Party agrees that, in the event of any breach or threatened breach, including if the Licensee breaches Section 4 of this Agreement, the non-breaching Party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching Party shall, in addition to any other legal or equitable remedies, be entitled to seek an order for specific performance, or an injunction or similar equitable relief against such breach or threatened breach, without the necessity of posting any bond. In any action or proceeding to enforce this Agreement by the Licensor, especially related to the breach of Section 4 by the Licensee, the Licensor will be entitled to recover from the Licensee the actual costs, expenses, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, and attorneys' fees that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

## **11. Compliance with Laws, Regulations**

- (a) The performance of each Party hereunder is subject to compliance with all applicable laws.
- (b) Anti-Bribery: Each Party shall procure that its officers, workers, agents and any other persons who request or provide Licensed Materials shall:
  - (i) Not commit any act or omission which causes or could cause it or the other party to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
  - (ii) Keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this Section and permit the other party to inspect those records as required;
  - (iii) Promptly notify the other party of: (I) any request or demand for any financial or other advantage received by it; and (II) any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and (III) promptly notify the other party of any breach of this Section.

The non breaching party may terminate this Agreement immediately by giving written notice to that effect to the other Party if such Party is in breach of this Section 11(b).

(c) Licensee understands that exports and re-exports of Licensed Materials and any related Upgrades, Maintenance and Support services, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the “Items”) may be subject to Swiss, European, U.S. and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the “**Export Laws**”). In addition to any other remedy it may have, Licensor may suspend or cancel the export, delivery, installation, or any Maintenance or Support service of any Item if (i) Licensee has not provided all export-related documentation requested by Licensor, including end-user certificates, (ii) Licensee has not provided the governmental approvals that Licensor deems to be required, or (iii) Licensor believes that such activity may violate any Export Laws or Licensor’s own compliance policies. Licensee shall only use the Items for non-military, peaceful purposes. Licensee shall not export, re-export or otherwise transfer or provide any Item in contravention of any applicable Export Law or any end-user certificate provided by Licensee, including to an embargoed or otherwise sanctioned country, to anyone listed on any applicable prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). Licensee must notify Licensor before providing any technical data to Licensor that is controlled under any applicable Export Law. Licensor will not be liable to Licensee for any loss or expense if Licensee fails to comply with any Export Law.

(d) Licensee will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Licensee shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense.

(e) Licensee shall not sell, export or re-export, directly or indirectly, to (1) the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with these terms and conditions that fall under the scope of Art. 12g of Council Regulation (EU) No 833/2014; and/or (2) Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.

Any violation of this Section 11(e) shall constitute a material breach of an essential element of these terms and conditions, and Licensor shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of the license; and
- (ii) a penalty of 50% of the total value of the applicable license.

Licensee shall immediately inform Licensor about any problems in applying provisions of this Section 11(e) including any relevant activities by third parties that could frustrate the purpose of this Section 11(e) Licensee shall make available to Licensor information concerning compliance with the obligations under this Section 11(e) within two weeks of the simple request of such information.

## 12. Term and Termination

(a) This Agreement shall be effective as from the Effective Date. It shall remain in force for the Term as from the Effective Date. Thereafter, Licensee shall place an order for the repurchase of license for the next Term. Otherwise, the Agreement shall be terminated and any use of Licensed Materials shall be discontinued and no Support services will be provided.

(b) Licensor may, in its own discretion, offer to Licensee to enter into this Agreement for a free trial term of thirty (30) days from the Effective Date (the Trial Term). If Licensee does not place a purchase order for the Licensed Materials before the end of the Trial Term, this Agreement will be terminated and Licensor will not grant any license for the Software and discontinue its support with immediate effect. For the avoidance of doubt, Trial Term may be available only to certain types of Licenses that are licensed under this Agreement as indicated in the applicable Annex.

(c) During the Term, the Agreement may be terminated at any time with immediate effect by giving notice in writing (including by email) to the other Party (i) by either Party if the other Party is in material breach of the Agreement and such breach, if curable, remains uncured for more than fifteen (15) days after the terminating Party requesting the other Party in writing to cure the breach; (ii) by either Party if the other Party becomes or is declared insolvent, enters into liquidation or into any debt restructuring or similar proceedings; (iii) by Licensor if Licensee fails to pay the Fee or any renewal Fee that is outstanding for more than thirty (30) calendar days and not paid within fifteen business (15) days from the receipt of a reminder from Licensor requesting the payment of the outstanding fees; and/or (iv) by Licensor if Licensee does not agree to the modified terms of these GTC as set forth in Section 13 below.

(d) If either Party is unable to perform its obligations, including a statutory and/or guaranteed obligation due to circumstances beyond its reasonable control (force majeure), the time of performance will be extended by a period equal to the length of time it takes to overcome the force majeure event. Circumstances beyond Licensor's reasonable control include, without limitation, war or acts of terrorism, power failures and failures of the internet, data network or telecommunication facilities, failures by Licensor's suppliers to meet their obligations as a result of force majeure, measures by public authorities, (cyber) crime, general transport problems and defects in goods, hardware, software or materials of third parties that Licensor has used on the Licensee's instructions. If a force majeure situation lasts for more than sixty days, either Party has the right to terminate the Agreement in writing, without any obligation to pay compensation for damages.

(e) Upon termination of this Agreement, Licensee shall cease all use of Licensed Materials and destroy all copies of Licensed Materials (excluding any Background Materials included in Results) in Licensee's possession or control.

(f) Except as otherwise expressly provided in this Agreement, Sections 1 (Definitions), 4.2 (Restrictions and Limitations), 8 (Intellectual Property Rights), 9 (Confidentiality), 10 (No Warranty, Exclusion and Limitation of Liability), 11(b) – 11(e), 12(e) and (f) (Effects of Termination), 14 (General Provisions) and 15 (Governing Law and Place of Jurisdiction) shall

survive termination of this Agreement. The termination of this Agreement shall not affect the obligations of the Parties accrued during the Term.

### **13. Amendments of the Agreement**

The Licensor reserves the right to modify these GTC at any time. Any such modifications will be effective immediately upon posting the revised GTC on the Licensor's website. The Licensee is responsible for regularly reviewing the GTC. Continued use of the Software following any changes constitutes acceptance of those changes. However, for any material changes that significantly affect the Licensee's rights or obligations, the Licensor will provide notice via email or other direct communication methods. If the Licensee does not agree to the modified terms, they must discontinue use of the Software.

### **14. General Provisions**

(a) Other than as expressly set forth in this Agreement, no person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies.

(b) Unless otherwise agreed in writing by both Parties, all notices must be in writing, and delivered personally or sent by courier, certified mail (return receipt requested) addressed to the relevant Party(ies) at their respective addresses set forth above for Licensor and in the purchase order and/or invoice for the Licensee . Either Party may specify a different address to receive notices by providing a notice in accordance with this Section 14(b). Notices sent by courier or certified mail are effective upon receipt or 5 working days after dispatch, whichever occurs first. For the avoidance of doubt, operational correspondence and copies of the official notices can be sent to email addresses specified in quotes and purchase orders.

(c) This Agreement, including the Annexes and any other documents referred to herein, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the parties relating hereto. All references to this Agreement shall be deemed to include the Annexes hereto.

(d) No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

(e) Licensee shall not assign this Agreement or any rights or obligations hereunder, including, but not limited to, by way of a business transfer (Vermögensübertragung) or demerger (Abspaltung), to any third party without the prior written consent of Licensor. Licensor may assign this Agreement or any rights or obligations hereunder to any third party by giving written notice thereof to Licensee.

(f) Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall negotiate in good faith a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents

required in this connection. If a Party to this Agreement (the “**Failing Party**”) should fail to take any action to be taken or to deliver any document to be delivered as of a specified date, the other Party shall not resort to any contractual remedies under this Agreement if such failure is promptly and fully cured in good faith by the Failing Party.

#### **15. Governing Law and Place of Jurisdiction**

(a) This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, with the exclusion of the Vienna Convention on the International Sale of Goods dated April 11, 1980.

(b) The exclusive place of jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to the Agreement (or subsequent amendments thereof), including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination, shall be the city of Zurich, Switzerland.

#### **16. Assignment By Licensor.**

Licensee agrees that Licensor is authorized to assign any of its rights and obligations to any of its Affiliates (with or without notification to the Licensee) acting as a distributor for the Licensor, and such Affiliate shall become by reference a party to the applicable Order and these General Terms and Conditions shall be applicable to such Order. For the avoidance of doubt, such Affiliate of the Licensor shall be entitled to issue invoices for the License to be purchased under the Order in their own name. However, the activation key as well as all obligations stipulated in Section 4 (Maintenance and Support), Annex A and Annex C will remain with the Licensor.

Any and each assignee of Licensor has to fully comply with provisions of Sections 11(b) - 10 (e) above when acting as distributors on behalf of Licensor. In this case, all references to ‘Licensee’ shall be read as ‘Distributor’.

For the avoidance of doubt, Licensee is not allowed to assign the Agreement or any of its rights and obligations under the Agreement to any third parties.

## Annex A-1

### Applicable to Spectronaut, SpectroMine, SpectroDive

#### License Types

Depending upon the applicable license type as stipulated in the Invoice, the following number of Seats are provided per each license type:

- (a) Standard License: Software license with access to one (1) Seat of Licensee.
- (b) Advanced License: Software license with access to up to five (5) Seats of Licensee.
- (c) Premium License: Software license with access to an on-demand number of Seats (up to 1000) of Licensee which are provided during the Term. The first 100 Seats are given by default at the time of License grant. Licensor reserves the right to deactivate Tokens that are not used during six consecutive (6) months at any time during the Term.
- (d) Single Seat View-Only License: One Seat of the Licensed Materials to display, review and export the Results generated by Licensee or any other authorized third-party user of the Software to Licensee . For clarity, this type of License is provided free of charge.

#### Third-party APIs

The list of API integrated with the Software, the respective licensors and the terms of the third party licensor end user license agreements are accessible via [Third Party Libraries](#)

#### Maintenance and Support

Maintenance and Support shall include the provision of:

- (a) Updates, from time to time as Licensor deems reasonable in its own discretion, to provide new or amended functionalities, updates and bug fixes for the software;
- (b) Upgrades, if any are issued at Licensor's discretion during the Term
- (c) User Support including access to:
  - (i) First-level email Support during normal business hours on working days (Monday to Friday, excluding public holidays) 9 am to 5 pm (CET);
  - (ii) Second-level email Support with Licensor agreeing to use, depending on the availability of the relevant Software developer(s) or other professional(s), commercially reasonable efforts to reply to request for second-level Support within three business days;
  - (iii) One of Licensor's online introductory tutorial per year (once for a duration of one hour);

- (iv) Additional up to two of Licensor's online tutorials or online consultations (duration of one hour) upon reasonable request of Licensee to learn about the latest features of the Software, to review Licensee's usage of the Software and to propose possible improvements to increase the benefit Licensee is taking out of the Software; and
- (v) Licensor's available documentation for users and for IT personnel.

## **Annex A-2**

### **Applicable to OmicsFlow**

#### **License Types**

OmicsFlow Core License is a software license with one (1) floating license Seat.

#### **Third-party libraries**

The list of third party libraries integrated with the Software, the respective licensors and the terms of the third party licensor end user license agreements are accessible via

[https://biognosys.com/content/uploads/2025/12/ThirdPartyDependences\\_OmicsFlow.pdf](https://biognosys.com/content/uploads/2025/12/ThirdPartyDependences_OmicsFlow.pdf)

#### **Maintenance and Support**

Maintenance and Support shall include the provision of:

- (a) Updates, from time to time as Licensor deems reasonable in its own discretion, to provide new or amended functionalities, updates and bug fixes for the Software;
- (b) Upgrades, if any are issued at Licensor's discretion during the Term
- (c) User support including:
  - (i) Support for deployment of one Software Instance in the Licensee cloud environment. The deployment process shall be deemed complete once the Software is made available for use in the Licensee's cloud environment in accordance with the agreed specifications.
  - (ii) First-level email Support during normal business hours on working days (Monday to Friday, excluding public holidays) 9 am to 5 pm (CET)\*;
  - (iii) Second-level email Support with Licensor agreeing to use, depending on the availability of the relevant Software developer(s) or other professional(s), commercially reasonable efforts to reply to request for second-level Support within three business days\*;
  - (iv) One of Licensor's online introductory tutorial per year (once for a duration of one hour);
  - (v) Licensor's available documentation for users and for IT personnel.

\* For the avoidance of doubt, provision of the first and second level email support as described in (c)(ii) and (c)(iii) above, requires that the Licensee follows OmicsFlow post deployment recommendations of Licensor which are shared with the Licensee before OmicsFlow deployment and available during OmicsFlow License duration. The first and second level email support might require direct involvement of the Licensee cloud administrator and/or IT team.

## **Annex B**

### **Additional Support Services**

Subject to an agreement of the Parties, Licensor is willing to provide the following additional Support services to Licensee, at the following conditions:

- (a) Provision of additional technical Support at a rate agreed upon between the Licensor and the Licensee.
- (b) Provision of on-site trainings:
  - (i) Full training on the Software (four hours on-site introductory tutorial, in one morning or one afternoon), at a rate agreed upon between the Licensor and the Licensee. Charges include preparation and traveling time, business trip costs, and accommodation costs.
- (c) Provision of Data analysis services:
  - (i) Data analysis services are provided on a project basis at a rate agreed upon between the licensor and the Licensee.
- (d) (d) Custom deployment support (available only for OmicsFlow):
  - (i) Deployment of OmicsFlow on the Licensee's existing cloud infrastructure, where OmicsFlow compatibility requires a customized solution developed by the Licensor Product Development Team. The service is provided at a rate agreed between the Licensor and the Licensee.
- (e) Additional Software deployment processes costs (available only for OmicsFlow):
  - (i) Deployment of the second and further Software Instances at a rate agreed between the Licensor and the Licensee.
  - (ii) Onsite Software deployment at a rate agreed between the Licensor and the Licensee. Charges include traveling and accommodation cost and time and material based fees calculated on the basis of time spent onsite.

## **Annex C**

### **Trial Period Support Services (not available for OmicsFlow)**

Technical Support for the duration of the trial shall include the provision of:

- (a) First-level email support during normal business hours on working days (Monday to Friday, excluding public holidays) 9 am to 5 pm (CET);
- (b) (ii) Second-level email support with Licensor agreeing to use, depending on the availability of the relevant Software developer(s) or other professional(s), commercially reasonable efforts to reply to request for second-level Support within three business days;
- (c) One of Licensor's online introductory tutorial per year (once for a duration of one hour);
- (d) Additional up to two of Licensor's online tutorials or online consultations (duration of one hour) upon reasonable request of Licensee to learn about the latest features of the Software, to review Licensee's usage of the Software and to propose possible improvements to increase the benefit Licensee is taking out of the Software.