

## **SCHEDULE A**

### **PRODUCT SPECIFIC TERMS**

#### **GOSILICO™ CHROMATOGRAPHY MODELING SOFTWARE – STANDARD EDITION**

These Product Specific Terms (these “Terms”) contain terms and conditions that are in addition to those in the body of the Cytiva Software End User License Agreement (the “EULA Terms”). For the avoidance of doubt, these Terms also apply to your use of the Software and if there is any conflict between the provisions of the EULA and these Terms, then these Terms shall prevail.

#### **1. Definitions**

For purposes of these Terms, the following terms have the following meanings:

1.1 “**Software**” means GoSilico Chromatography Modeling Software

#### **2. License types**

The type of license as stated on the Order Form shall determine the provisions that shall apply as further set out in these Terms.

##### **2.1 Compute License**

A Compute License grants the Licensee the right to download and install one copy of the Software in object code only on one computer and in accordance with section 2 in the EULA Terms. A Compute License is not a network license and each installation of the Software requires its own Compute License.

##### **2.2 User Account**

A User Account License grants the Licensee the right for one named individual to be an Authorized User to use the Software. Licensee is responsible to make sure that the Software is not used by more than the number of Authorized Users than as specified on the Order Form. An Authorized User can be transferred and assigned to a new individual free of charge once every 12 months by contacting Cytiva. Further transfers are not possible and addition of a new user in this case requires the acquisition of a new User Account License.

##### **2.3 Standard License Package**

If a Standard License Package is stated on the Order Form, it means one Compute License and one User Account License.

#### **3. Payment**

License Fees are payable in advance and within 30 days from the date of the execution of the Order Form, unless otherwise set forth on the Order Form.

#### **4. Delivery, Installation and Updates**

4.1 The Software is delivered as a download.

4.2 Licensee is responsible for installing the Software. The license term will commence on the earlier to occur of the following dates: (1) once the Software is installed, and activated with the license key emailed to Licensee, or (2) on the date that is 6 weeks after the license key is emailed to Licensee.

4.3 Cytiva may, but is not obliged to, provide updates to the Software during the Term. The Licensee is obliged to install all available updates that have been supplied by Cytiva; failing to do so will result in the Warranty Period immediately terminating.

4.4 Any changes to the Software that are requested by Licensee, and if agreed by the parties, shall be outlined in a separate Order Form and may be subject to additional License Fees or other charges (as set out in such Order Form).

## **5. Limited technical support**

The Software is delivered with a user manual and other Documentation. In addition to this, limited technical support related to operating the Software in accordance with the Documentation is included in the License Fee of a user account as defined in section 2.2. Technical support can be reached via the local contact information provided on [www.cytivalifesciences.com](http://www.cytivalifesciences.com) or as otherwise provided by Cytiva.

The technical support is limited to operation of the Software and does not include scientific support. For example, technical support does not include support in using the Software to solve specific purification challenges, designing experiments to generate data for use with the Software and similar matters. Any such services requested by Licensee, and if agreed by the parties, shall be outlined in a separate Order Form and may be subject to additional charges (as set out in such Order Form).

## **6. Warranty Period**

The Warranty Period remains in effect for the Term. If Cytiva determines that it shall remedy a nonconformity by refunding the fees according to 11(a)(iii), the refund shall be limited to the fee corresponding to the remaining license period from the notice was provided to Cytiva on a pro-rata basis.

## **7. Duty of Care of the Licensee**

Licensee shall take suitable precautions to protect the Software from the unauthorized access by third parties.

## **8. Data protection**

The following personal information is collected and transferred to Cytiva prior to or when using the Software: name of the software user, username, e-mail address, IP address and company name.

Cytiva uses this collected information for the purpose of (1) providing the Software and associated services in accordance with this Agreement, (2) billing, (3) identification and authentication of users, (4) improvement of the Software and associated services, and (5) contacting persons in connection with this Agreement and the use of the Software and associated services. All information collected by Cytiva shall be processed in accordance with the Cytiva privacy policy available at <https://www.cytivalifesciences.com/en/us/legal/privacy>.