

END-USER LICENSE AGREEMENT

BEFORE USING THE SOFTWARE, PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY USING THE SOFTWARE, YOU – THE CUSTOMER – ACCEPT THE TERMS OF THIS EULA FOR YOUR ORGANIZATION AND ANY EACH PARTICULAR USER WHO IS USING THIS SOFTWARE ON YOUR BEHALF. IF YOU DO NOT ACCEPT THE TERMS AND PROVISIONS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE.

This EULA is a legal agreement and governs the contractual relationship between us - the NaturalAntibody S.A. ("NaturalAntibody") and your organization, while also covering its individual members (collectively "you").

By clicking "I Agree," "Accept," or by otherwise indicating assent through an electronic acceptance mechanism provided by NaturalAntibody (with respect to the SaaS Products) or by downloading, installing or using the Software (with respect to the On-Prem Product), you - the Customer acknowledge that you have read, understood, and agree to be bound by EULA and the Terms and Conditions (the "Standard Terms") which jointly constitute an agreement (collectively the "Agreement"). Such click-through or use-based acceptance constitutes the Customer's agreement to both documents, which together form the entire binding agreement between the Customer and NaturalAntibody. Such click-through or use-based acceptance shall have the same legal force and effect as execution of this Agreement by written signature and shall be binding upon the Customer and its permitted successors and assigns.

THIS EULA IS DIRECTLY RELATED TO THE USE OF NATURALANTIBODY'S SOFTWARE AND CONSTITUTES AN INTEGRAL PART OF THE AGREEMENT. FOR THE LAWFUL AND PERMITTED USE OF THE SOFTWARE PROVIDED BY NATURALANTIBODY, ACCEPTANCE OF EULA AND STANDARD TERMS IS A CONDITION PRECEDENT. IF YOU DO NOT ACCEPT THE PROVISIONS OF THE EULA OR STANDARD TERMS, YOU MUST NOT REGISTER FOR OR USE THE SOFTWARE. ANY USE OF THE SOFTWARE IN VIOLATION OF EULA OR STANDARD TERMS CONSTITUTES UNAUTHORIZED USE AND MAY RESULT IN LEGAL CONSEQUENCES. THEREFORE, BEFORE USING THE SOFTWARE, PLEASE READ THIS EULA AND STANDARD TERMS CAREFULLY, AS THEY APPLY TO YOUR ORGANIZATION AS WELL AS TO EACH INDIVIDUAL USER ACTING ON ITS BEHALF.

1. Definitions and interpretation

- 1.1. Terms written in this EULA with a capital letter shall have the meanings given to them in the Supplement A [Glossary] to this EULA, unless the content of a given part indicates something else.
- 1.2. In this EULA, unless specified otherwise:
 - 1.2.1. references to a "section", "point", "attachment" and "provisions" or similar terms are references to this EULA unless the reference expressly states otherwise;
 - 1.2.2. the words "herein," "hereof," "hereunder," and other words of similar import when used in this EULA refer to this EULA as a whole, and not to any particular Section;

1.2.3. the headings in this EULA do not affect its construction or interpretation;

1.2.4. unless the context requires otherwise, words in the singular include the plural, words in the plural include the singular, and words importing any gender shall be applicable to all genders. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb);

1.2.5. any wording introduced by the terms "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.6. any reference to a "breach" of any obligation shall mean a reference to the non-performance or improper performance of such obligation as the action or omission of a specific natural person as such concept is interpreted under Applicable Law and/or the Agreement;

1.2.7. any reference to "use" of the Software by the organization applies to such a use by any natural person whose access to the Software has been facilitated by the organization, which applies both to persons using the Software lawfully and to third parties who should not have gained such access;

1.2.8. any reference to a certain number of days, it is a reference to calendar days, unless it specifically references "business days," in which case the counting of days will take place in accordance with the Applicable Law;

1.2.9. the phrase "if applicable", excluding references to applicable law, refers to the provisions of this EULA, which apply depending on the scope.

- 1.3. Depending on the Software you are obliged to comply with the provisions of other Attachments. All of SaaS Products are also subject to the Attachment (A) - SaaS Terms of Use. All On-prem Products are also subject to the Attachment (B) - License Terms of Use.
- 1.4. In the event of any conflict or inconsistency between the provisions of EULA and Standard Terms, the provision that is more restrictive or more onerous for the Customer shall prevail. If there is a conflict among the provisions of EULA and applicable Attachment(s), the terms of the Attachment prevail over any conflicting provisions in these EULA..
- 1.5. Under no circumstances may any arrangements, provisions or requirements conducted prevail over this EULA.

2. General conditions

- 2.1. The NaturalAntibody holds exclusive rights to the Software.
- 2.2. The use of the Software during the Term requires preparation of the appropriate technical infrastructure which is considered indispensable. Failure to guarantee the appropriate infrastructure resulting in the inability to use the Software cannot in any way be attributed to NaturalAntibody.

3. Representations and warranties

- 3.1. By using NaturalAntibody's Software, thus accepting this EULA you represent and warrant that:
 - 3.1.1. your organization is duly organized and validly existing and is in good standing under the laws of the jurisdiction of its incorporation and is qualified to do business;
 - 3.1.2. natural persons acting on behalf of the organization are entitled, have the corporate power and authority and the legal right to accept and be bound by provisions of this EULA, and this Agreement is a legal and valid obligation binding us and enforceable in accordance with its terms.
- 3.2. You hereby warrant that the rights and obligations set forth herein do not, and during the Term will not, conflict with any other right or obligation provided under any other agreement that you have with any third party.
- 3.3. IN ADDITION, YOU HEREBY REPRESENT AND WARRANT THAT:
 - 3.3.1. THERE ARE NO CIRCUMSTANCES LIMITING YOUR RIGHT TO BE BOUND BY THIS EULA UNDER THE CONDITIONS SET OUT THEREIN;
 - 3.3.2. THE SCOPE OF THIS EULA AND YOUR OBLIGATION RELATED TO THE USE OF THE SOFTWARE SPECIFIED IN THIS EULA IS UNAMBIGUOUS AND UNAMBIGUOUS FOR YOU, IN PARTICULAR IN TERMS OF NON-EXCLUSIVITY AND LIMITATION OF THE LICENSE OR ACCESS;
 - 3.3.3. YOU UNDERTAKE TO STOP USING THE SOFTWARE AFTER THE END OF TERM OR UPON TERMINATION OF YOUR ACCESS AND TO REMOVE, UN-INSTALL AND IRRETRIEVABLY DELETE AND DESTROY ALL COPIES, FILES AND DATA RELATED TO SOFTWARE FROM YOUR AND YOUR ORGANIZATION HARDWARE AND INFRASTRUCTURE, AND AT THE REQUEST OF THE NATURALANTIBODY, SUBMIT AN APPROPRIATE STATEMENT ON SUCH REMOVAL IN THE FORM OF A DOCUMENT SIGNED BY YOU AND/OR AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION WITHIN 14 DAYS FROM SUCH REQUEST;
 - 3.3.4. YOU HAVE READ THIS EULA AND ACCEPT ITS CONTENT.
- 3.4. You hereby acknowledge and confirm that you are aware and give your consent for members of your organization Personal Data to be processed in accordance with our Privacy policy for the purpose of you being able to use the Software, and for NaturalAntibody to be able to facilitate such use for you.
- 3.5. NaturalAntibody provides the Software in good faith on an "as is" and "as available" basis. To the maximum extent permitted by Applicable Law, this excludes any warranties, guarantees, representations, or conditions, whether express, implied, statutory, or otherwise. The Software is provided without warranty, duty, or condition of any kind, including without limitation any warranties of merchantability, fitness for a particular purpose, title, or non-infringement

4. End-User Obligations

- 4.1. You hereby undertake to comply and perform all obligations indicated in this EULA.

- 4.2. NaturalAntibody shall have no obligations of any kind in connection with the Software made available to the Customer, including, without limitation, any obligation to provide assistance with its installation, configuration, launch, or commencement of use, or any other form of support, update or maintenance. NaturalAntibody does not undertake, and expressly disclaims, any obligation to perform any services, support, maintenance, updates, implementations, cooperation or assistance of any kind including any obligation related to any due diligence or professional care that might be required in the case of paid services. The Customer acknowledges and accepts that the Software is provided "as is," without any commitment by NaturalAntibody to ensure performance, error correction, availability, or fitness for any particular purpose.
- 4.3. You are permitted to use the Software within the scope and Fields indicated in this EULA and applicable Attachments and without territory restrictions unless any limitation has been introduced in accompanying documents.
- 4.4. NaturalAntibody may engage the services of subcontractors in performance of its obligations at any time.
- 4.5. For your obligation to comply with the provisions of this EULA method of acquisition of the Software does not matter, as long as it was done in a manner consistent with the law, was authorized by NaturalAntibody, and did not violate NaturalAntibody's interests.
- 4.6. You undertake that all individuals using the Software will do so in accordance with provisions of this EULA. Violation of any provisions of EULA and these documents by any person from your organization as well as unauthorized facilitation of third-party access to the Software as a result of your actions or omissions constitutes a violation of the provisions of this EULA and the Agreement between us, which constitutes the basis for taking action in accordance with section 10 of this EULA.

5. Software access restrictions

- 5.1. NaturalAntibody is entitled to limit, suspend, disable or terminate your access to Software at any time and without notice.
- 5.2. Abovementioned restrictions might be imposed at sole discretion of NaturalAntibody, without any notice or cause.
- 5.3. For the purposes of the SaaS Product, the detailed provisions set out in Attachment (A) shall apply. For the purposes of the On-Prem Product, the detailed provisions set out in Attachment (B) shall apply. Both Attachments form an integral part of this EULA.

6. Copyrights and Intellectual Property

- 6.1. This section regulates copyright and Intellectual Property rights matters, which apply to the Software, or the results of services (including deployment, installation and updates) provided by the NaturalAntibody.
- 6.2. Software is protected by copyright. Based on the Agreement and upon acceptance of this EULA, NaturalAntibody grants you a non-exclusive, non-transferable License for the purpose of a use of the Software in the territory indicated in section 4.3. of this EULA and in the following fields ("Fields").
 - 6.2.1. digital storage, loading, browsing, displaying as part of the use of the Software;

- 6.2.2. creating bases (compilation) derived from the Software and using the derived Software for internal purposes;
- 6.2.3. installation (or implementation in other way) of the Software and derivatives of the Software on your hardware for the purpose of your internal usage.
- 6.3. Except as expressly provided in the Agreement, nothing in this EULA must be construed to confer any ownership interest, license or other rights upon you or your organization by implication, estoppel or otherwise as to the Software, Intellectual Property rights and know-how being the NaturalAntibody's Intellectual Property and any other rights related to the Software including all technical information and know-how in any tangible or intangible form ("Know-How"), regardless of whether the Software, Intellectual Property rights and Know-How are dominant, subordinate or otherwise related to any of your or yours organization rights. The License does not authorize you, among other to:
- 6.3.1. resale, transfer, distribute, release or make available by any other means all or part of the Software or compilations of the Software to any third party;
- 6.3.2. duplicate or create (develop) compilations of the Software that are derived from the Software for commercial purposes.
- 6.4. You have no right to grant sublicenses of any of the rights granted to you under this EULA without prior written consent of authorized representative of the NaturalAntibody. Provisions regarding sublicenses to a third party shall apply to any Affiliates or subsidiaries of your organization.
- 6.5. You hereby agree and covenants to the NaturalAntibody that you will not disclose or make available for coping the Software and any NaturalAntibody's Know-How to any third party without the prior written consent of the NaturalAntibody. You herby agree and covenants to the NaturalAntibody that you will not use the Software and any NaturalAntibody's Know-How for any purpose whatsoever other than as specified in the Agreement and this EULA. For the avoidance of doubt, unauthorized disclosure or copy shall in any event be considered as making the Software available in particular in way of sample, donation or in any way being free of charge or provided to an individual outside of your organization.
- 6.6. You as an End-User are at all times fully responsible for each action or omissions of third parties that gain the access to the Software as well as individuals being a member of your organization.
- 6.7. All rights granted to you under this EULA terminate immediately upon termination or expiry of the Agreement causing expiration of the License to use of the Software. THE USE OF THE SOFTWARE BY YOU OR ANY MEMBER OF YOUR ORGANIZATION AFTER THE TERM EXPIRES CONSTITUTES A BREACH OF PRESENT SECTION. IN ORDER TO AVOID SUCH VIOLATION, AFTER THE TERM, IN THE EVENT OF NON-RENEWAL, YOU AND EVERY MEMBER OF YOUR ORGANIZATION ARE OBLIGED TO REMOVE, UN-INSTALL AND IRRETRIEVABLY DELETE AND DESTROY ALL COPIES, FILES AND DATA RELATED TO THE SOFTWARE FROM YOURS ORGANIZATION HARDWARE INFRASTRUCTURE OR TO RETURN THEM TO THE NATURALANTIBODY. PROVISIONS OF THE SECTION 3.3.3. APPLY ACCORDINGLY.
- 6.8. YOU AGREE NOT TO MODIFY, REVERSE ENGINEER, DISASSEMBLE, OR DECOMPILE THE SOFTWARE, OR ANY PORTION THEREOF.
- 6.9. YOU WARRANT THAT YOU AND ANY INDIVIDUAL FROM YOUR ORGANIZATION WILL NOT USE THE SOFTWARE FOR ANY PROHIBITED PURPOSE, INCLUDING WITHOUT LIMITATION:
- 6.9.1. VIOLATING OR INFRINGING ANY COPYRIGHT, TRADEMARK, PATENT OR OTHER PROPRIETARY THIRD PARTY RIGHTS;
- 6.9.2. VIOLATING OR BREACHING ANY THIRD-PARTY AGREEMENT RELATED TO USE OF THE SOFTWARE;
- 6.9.3. SELLING, GIVING, LENDING, RENTING, SUBLICENSING OR OTHERWISE TRANSFERRING THE SOFTWARE, OR ANY PORTIONS OF THE SOFTWARE, TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN PERMISSION OF THE NATURALANTIBODY;
- 6.9.4. DECOMPILING, DISASSEMBLING, MODIFYING, TRANSLATING OR OTHERWISE REVERSE ENGINEERING THE SOFTWARE TO DISCOVER ANY SOURCE CODE OR UNDERLYING ALGORITHMS OF THE SOFTWARE;
- 6.9.5. ACCESSING OR USING UNAUTHORIZED SOFTWARE OR PERMITTING A THIRD PARTY TO ACCESS AND/OR USE THE SOFTWARE;
- 6.9.6. ENGAGING IN ANY CRIMINAL OR OTHER ILLEGAL ACTIVITY.
- 6.10. Except as expressly provided herein, no right or license under any Know-How or other Intellectual Property of the NaturalAntibody is granted or shall be deemed to have been granted under the Agreement (and this EULA) by implication. All such rights or licenses are or shall be granted only as expressly provided in the Agreement. Except as expressly provided herein, this EULA does not operate to transfer any Intellectual Property rights of NaturalAntibody.

7. Disclaimers and limitation of liability

- 7.1. The Agreement does not impose any obligation on NaturalAntibody to provide the Software, to grant or maintain any License, or to perform any services or actions in connection therewith. Any provision of the Software, License, or related activities by NaturalAntibody shall be at NaturalAntibody's sole discretion, will, and convenience. NaturalAntibody provides the Software on a voluntary basis and expressly disclaims any warranties, guarantees, representations, duties, or conditions of any kind, whether express, implied, statutory, or otherwise.
- 7.2. Except as otherwise expressly set forth in the Agreement, NaturalAntibody makes no representation or extends any warranties of any kind either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement or validity of any patents issued or pending. For the avoidance of doubt, the NaturalAntibody does not take responsibility for the inconsistencies and correctness of the Software and any damage that might result from using the NaturalAntibody's Software in any way.
- 7.3. NATURALANTIBODY DISCLAIMS, TO THE MAXIMUM EXTENT ENFORCEABLE BY APPLICABLE LAW, ANY AND ALL OTHER

- WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND ANY OTHER WARRANTIES THAT MAY OR COULD OTHERWISE BE IMPLIED.
- 7.4. NATURALANTIBODY DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, OR THAT USE OF, OR ACCESS TO SUCH SOFTWARE WILL BE UNINTERRUPTED, THAT THE NATURALANTIBODY WILL CORRECT ALL OR ANY SOFTWARE DEFECTS, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. NO WARRANTIES ARE MADE ON THE BASIS OF COURSE OF PERFORMANCE, SECURITY, DEALING, OR USAGE.
- 7.5. NATURALANTIBODY SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR ANY SECURITY INCIDENTS, BREACHES, VULNERABILITIES, ATTACKS, UNAUTHORIZED ACCESS, OR OTHER EVENTS AFFECTING THE SOFTWARE OR ANY DATA PROCESSED OR STORED THROUGH THE SOFTWARE. THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT THE USE OF THE SOFTWARE INVOLVES INHERENT SECURITY RISKS, FOR WHICH THE CUSTOMER IS SOLELY RESPONSIBLE, INCLUDING BY IMPLEMENTING APPROPRIATE TECHNICAL AND ORGANIZATIONAL SAFEGUARDS.
- 7.6. NATURALANTIBODY WILL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THE AGREEMENT AND THIS EULA, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY, OR STRICT LIABILITY), NOR LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF NATURALANTIBODY KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE.
- 7.7. ANY LIABILITY OF NATURALANTIBODY, INCLUDING INDEMNIFICATION OBLIGATIONS OF ANY KIND, IS HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE CUSTOMER ACKNOWLEDGES AND CONFIRMS, BY COMMENCING USE OF THE SOFTWARE AND BY ACCEPTING THIS EULA, THAT NATURALANTIBODY SHALL HAVE NO INDEMNIFICATION DUTIES OR LIABILITY OF ANY NATURE IN CONNECTION WITH THE SOFTWARE OR THE CUSTOMER'S USE THEREOF.
- 7.8. IN THE EVENT THAT ANY EXCLUSION OF LIABILITY UNDER THIS EULA IS HELD TO BE INVALID, INEFFECTIVE, OR UNENFORCEABLE UNDER APPLICABLE LAW, OR IF ANY UNFORESEEN CIRCUMSTANCE ARISES THAT WOULD HAVE BEEN INCLUDED HEREIN HAD IT BEEN KNOWN AT THE EFFECTIVE DATE, SUCH LIABILITY SHALL BE LIMITED INDIVIDUALLY AND IN THE AGGREGATE TO AN AMOUNT NOT EXCEEDING FIVE HUNDRED EUROS (EUR 500). YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL CLAIMS THAT YOU HAVE OR MAY HAVE IN THE FUTURE FOR MONETARY DAMAGES IN EXCESS OF THE FOREGOING LIMIT. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT OR MODIFY IN ANY MANNER NATURALANTIBODY'S RIGHTS OR

OBLIGATIONS ARISING FROM YOUR BREACH OF THIS EULA, INCLUDING AMONG OTHERS SECTION 6 [COPYRIGHTS AND INTELLECTUAL PROPERTY]. BOTH PARTIES ACKNOWLEDGE THAT THIS SECTION 7 AND THE PRECEDING SECTION 6 ARE EACH AN ESSENTIAL TO THE AGREEMENT AND THIS EULA, AND IF ABSENT, THE ECONOMIC TERMS AND OTHER PROVISIONS WOULD BE SUBSTANTIALLY DIFFERENT.

- 7.9. NaturalAntibody shall not be liable for any delays or nonperformance resulting from Unforeseen Event.
- 7.10. In case that the event constituting Force Majeure exceeds thirty (30) consecutive days, NaturalAntibody shall have the right to terminate the Agreement in accordance with the rules provided for in this EULA.

8. Confidentiality

- 8.1. You hereby undertake that during the term of your use of the Software and five (5) years after acceptance of this EULA, but no later than from the date of your first use/access of the Software, you and all member of your organization will treat as confidential all technical, commercial and other information, Know-How, Documents (hereinafter "**Confidential Information**") disclosed to you directly or indirectly for the purposes of facilitating you with the access to the Software and you will use this Confidential Information solely for the purposes of such use/access.
- 8.2. During the Term, as well as after its termination or expiration, you undertake not to disclose the content of the Agreement and/or this EULA, which for avoidance of doubt shall be treated as Confidential Information in its entirety. Your obligations related to Confidential Information under the Agreement and this EULA shall continue in full force and effect for five (5) years after termination or expiration of the Agreement.

9. Term and Termination

- 9.1. You and members of your organization are bound by the provisions of this EULA as of Effective Date.
- 9.2. Without prejudice to other rights, NaturalAntibody may, at any time, at its sole discretion and without any prior notice or notice period, terminate this Agreement with immediate effect or suspend, restrict, or disable your access to the Software, in whole or in part. Such termination or suspension shall not give rise to any liability of NaturalAntibody towards the Customer. For avoidance of doubt, in the event of termination for the reasons indicated above, NaturalAntibody will not be obliged to any compensation, restitution or reimbursement. Termination notice shall be in documentary form and may be delivered via electronic means of communication (e-mail). Any such notice shall be deemed validly delivered if sent to the e-mail address provided by the Customer during registration (or as later updated in the Customer's account details) or to the e-mail address indicated by NaturalAntibody for correspondence purposes.
- 9.3. If any provision of this EULA is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by Applicable Law, and the invalid provision shall be reformed to give the fullest effect.
- 9.4. Any terms of this EULA that by their nature extend beyond the expiration or termination of the Agreement, including the provisions of section 6 (Copyrights and Intellectual Property), section 7 (Liability), section 8 (Confidentiality), this section 9.4. shall remain in effect

until fulfilled. For avoidance of doubt, termination of the Agreement does not release you from the obligations indicated among others in sections 6-8 of the EULA.

10. Miscellaneous provisions

- 10.1. You cannot (voluntarily or involuntarily) assign, delegate, or otherwise transfer the rights, obligations or claims arising from this EULA without the prior consent of NaturalAntibody, given in documentary form under Applicable Law. Any document, instrument or act that claims to make such an assignment or delegation without prior consent will be null and void, and wholly ineffective in regard to NaturalAntibody.
- 10.2. You hereby confirm there are no intended "third party beneficiaries" to the rights arising from this EULA, and you do not intend to give any third party any right to enforce this EULA or any part of it.
- 10.3. This EULA shall be governed by Applicable Law.
- 10.4. You hereby acknowledge and agree that, without the rights and reservations granted to NaturalAntibody under this EULA – including, without limitation, NaturalAntibody's right to terminate this Agreement at will as set out in section 9 of this EULA, NaturalAntibody would not make the Software available to you on the economic terms under which you have obtained such access.
- 10.5. Click-through or use-based (use-wrap) acceptance of this EULA and Standard Terms by the Customer constitutes execution of and entry into the Agreement between the Customer and NaturalAntibody. No separate signature or additional document is required for the Agreement to be binding and effective. You confirm that you are aware and agree that such click-through or use-based acceptances covering EULA and Attachments thereto will enforce the rights and obligations with respect to NaturalAntibody's Software, which shall derive solely and entirely from the Agreement concluded in aforementioned way.
- 10.6. NaturalAntibody may amend or update this EULA at any time at its sole discretion. You are responsible for regularly reviewing the current version of EULA made available by NaturalAntibody. You may also be required to expressly accept the amended EULA through click-through acceptance. Regarding use-based acceptance, continued use of the Software after publication or availability of an updated version of the EULA or the Standard Terms shall constitute the Customer's acceptance of such updated version. If you do not agree to the amended EULA, you must immediately cease using the Software. Continued use of the Software after the amended EULA has been made available shall constitute your acceptance of such amended EULA.

EULA Glossary:

- (1) **Affiliate** - means any individual or entity that directly or indirectly controls, is controlled by, or under common control with, where "control" means the power to direct the management of an entity by means of equity ownership, board membership or contract;
- (2) **Agreement** - means the contractual relationship between NaturalAntibody and the Customer formed by the Customer's click-through or use-based acceptance of these Standard Terms and the EULA, which together constitute the entire binding agreement between the Parties;
- (3) **Applicable Law** – means substantive laws of Poland and any then-current law or statute, and any rule, regulation or guideline issued by an authority, as well as any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to the subject matter;
- (4) **Attachment(s)** – means attachments to EULA and/or Standard Terms which are binding and constitute an integral part of the Agreement;
- (5) **User Data** – means data and information uploaded (input data) by an authorized End-User to the Software;
- (6) **Confidential Information** - has the meaning set out in section 8 of the EULA;
- (7) **NaturalAntibody** - means NATURALANTIBODY, Niemierzyńska 17A/F1/110 st., Szczecin (71-441), Poland, Tax ID 8522668876, Company Register No. 0000887528;
- (8) **Effective Date** - means the date on which the Customer accepts this EULA and the Standard Terms either (i) through click-through acceptance (by clicking "I Agree," "Accept," or otherwise indicating assent through the electronic mechanism provided by NaturalAntibody) or (ii) through use-based acceptance by first downloading, installing, or using the Software. From the Effective Date, the EULA and the Standard Terms shall be binding upon the Customer;
- (9) **Intellectual Property** – has the meaning set out in Applicable Law and for the purpose of this EULA means among others:
 - (a) registered or unregistered trademarks, patents, designs or inventions,
 - (b) the Software and other creations protected by Applicable Law, including the Software code, databases, algorithms,
 - (c) business, company, domain or product names,
 - (d) copyrights, know-how, Documents, Confidential Information,
 - (e) data-based rights, and
 - (f) any similar rights worldwide, or the right to apply for any such rights;
- (10) **License** – means:
 - (a) in regard to the NaturalAntibody's SaaS Products - access and the right to use of the Software during the Term on the terms and within the scope set out in this Agreement, including Attachment (A);
 - (b) in regard to the NaturalAntibody's On-prem Products - a non-exclusive, non-transferable license providing the right to use of the Software during the Term on the terms and within the scope set out in the Agreement, including Attachment (B);
- (11) **On-prem Products** - means the software products developed, owned and offered on the market by the NaturalAntibody in form of an on-premise installation or delivery;
- (12) **Personal Data** - means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- (13) **SaaS Product(s)** - means the Software-as-a-Service products developed, owned and offered on the market by the NaturalAntibody;
- (14) **Software** - means the proprietary software developed and owned by NaturalAntibody and made available to the End-User which covers:
 - (a) SaaS Products – to which an Attachment (A) applies,

- (b) On-prem Products - to which an Attachment (B) applies;
- (15) **Term** – means the period during which this Agreement remains in force, commencing on the Effective Date and continuing within Subscription until its termination or expiration, regardless of the cause or reason for such termination or expiration;
- (16) **Unforeseen Event** - means any *force majeure* event or circumstance beyond reasonable control which results in or causes failure to perform any or all of obligations under the EULA;
- (17) **End-User** - means you as an organization as well as its individual employee, agent or contractor accessing or using the Software on your organization behalf as an authorized individual;
- (18) **Subscription** – means with respect to:
 - (a) SaaS Product - a contractual right to access the features and functionality of the particular Software provided through NaturalAntibody's SaaS based delivery model, for a specified period of time and in accordance with the Attachment (A);
 - (b) On-prem Product - a license of specified duration to use the particular Software in accordance with the Attachment (B).

Attachment (A): SAAS TERMS OF USE

This Attachment (A) (the "Attachment") is an addendum to the EULA, provided that this Attachment shall apply only if and to the extent End-User accessing SaaS Product(s). Capitalized terms used but not defined in the Attachment shall have those meanings given to them in EULA. This Attachment is accepted by you upon acceptance of the EULA if the subject of your use considers SaaS Product.

1. Software Access

- 1.1. For the purpose of the SaaS Products, License means access and the right to use the Software by the End-User during the Term.
- 1.2. NaturalAntibody grants you as the End-User a limited, nonexclusive, non-transferable, non-assignable right to access and use the Software.
- 1.3. During the Term, you are authorized to access and use the SaaS Products.
- 1.4. The Attachment grants only certain rights of access to SaaS Products, and no license is granted under any of the NaturalAntibody's Intellectual Property rights except as expressly stated herein. You hereby acknowledge that the NaturalAntibody retains all right, title and interest in and to the SaaS Products and all Intellectual Property rights associated within. You acknowledge that you neither own nor acquire any additional rights in and to the foregoing not expressly granted by the Attachment and the Agreement.

2. Restrictions

- 2.1. Provisions of the Attachment regarding any usage restrictions are only supplementary to the provisions of the EULA.
- 2.2. You agree not to act outside the scope of the License rights that are expressly granted in EULA or by this Attachment. You agree not to:
 - 2.2.1. reproduce the SaaS Products or any Software component;
 - 2.2.2. modify, adapt, translate or create derivative works based upon any component of the SaaS Products;
 - 2.2.3. 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 SaaS Products;
 - 2.2.4. use the SaaS Products in any manner that is inconsistent with the documentation or instructions provided by the NaturalAntibody;
 - 2.2.5. interfere or attempt to interfere with the proper working of the Software;
 - 2.2.6. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, object code or underlying structure, ideas or algorithms from which the SaaS Products or any Software component is compiled;
 - 2.2.7. disclose or otherwise make available any information or materials

contained in or related to the SaaS Products or documentation;

2.2.8. disclose any analysis, performance benchmark or performance information of the SaaS Products or documentation to any third party.

2.3. You are obliged to notify the NaturalAntibody immediately of any actual or imminent unauthorized access to SaaS Products.

2.4. You acknowledge that nothing in the Attachment or the Agreement will be construed to grant you any right to obtain or use source code of the SaaS Products.

2.5. You agree to use the SaaS Products only for lawful purposes and in compliance with all Applicable Laws.

2.6. You acknowledge and agree that any act or omission in breach of this section will constitute an unauthorized exercise of the NaturalAntibody's Intellectual Property rights beyond the scope of the rights granted.

3. Hosting and updates

3.1. The NaturalAntibody's provision of the services regarding the SaaS Products access is subject to the terms and conditions of the NaturalAntibody's third party hosting provider, and such terms and conditions may change during the applicable Term. You acknowledge and agree that if such third-party hosting provider terms change, modifications to SaaS Products and the terms of the Agreement may be necessary. You also acknowledge and agree that such third-party hosting provider may perform scheduled or unscheduled repairs or maintenance, which may temporarily degrade the quality of the SaaS Product(s) or result in partial or complete outage. Any such degradation or interruption shall not give rise to a refund or credit of any remuneration, or fees paid nor be a basis for any NaturalAntibody liability.

3.2. During the Term, NaturalAntibody is entitled to update the Software at its sole discretion regarding the frequency and scope of such updates. The NaturalAntibody may remotely patch or upgrade the SaaS Products, which may temporarily degrade the quality of the Software or result in partial or complete outage of the SaaS Products or its functionalities. Provisions set out in EULA and above apply accordingly.

4. End-User Data

4.1. NaturalAntibody has the right to copy, monitor and maintain End-User Data during the Term for backup purposes. Additionally, NaturalAntibody may collect, and store analytic data based on your use of the Software (e.g., application response times, application errors, access logs, etc.).

4.2. NaturalAntibody assumes no responsibility or liability for any data entered into, processed through, or obtained from the use of the SaaS Products, including, without limitation, the accuracy, quality, legality, security, or integrity of

such data. The Customer remains solely responsible for all his data and for implementing appropriate measures to protect and back up such data.

- 4.3. For avoidance of doubt, NaturalAntibody does not guarantee continuous availability of the SaaS Product or of any data, including User Data processed therein. The Customer acknowledges and accepts that NaturalAntibody may, at any time and at its sole discretion, remove, delete, or make unavailable any data, and that NaturalAntibody has no obligation to ensure access to historical data or to maintain archived versions of any data including User Data. The Customer remains solely responsible for creating backups or copies of any data it wishes to retain.

Attachment (B): LICENSE TERMS OF USE

This Attachment (B) (the "Attachment") is an addendum to the EULA provided that the Attachment shall apply only if and to the extent End-User accessing On-prem Product. Capitalized terms used but not defined in the Attachment shall have those meanings given to them in the EULA. **This Attachment is accepted by you upon acceptance of the EULA if the subject of your use considers On-prem Product.**

1. Software Access

- 1.1. For the purpose of the On-prem Products, License means a non-exclusive, non-transferable, non-sublicensable license providing End-User with the right to use of the Software during the Term.
- 1.2. NaturalAntibody grants as an End-User a License for your organization's business purposes including use for commercial purpose.
- 1.3. The Attachment grants only certain rights as expressly stated herein. You hereby acknowledge that the NaturalAntibody retains all right, title and interest in and to the On-prem Product and all Intellectual Property rights associated within. You hereby acknowledge that NaturalAntibody retains all right, title and interest in and to the On-prem Products and all Intellectual Property rights associated within. You acknowledge that you neither own nor acquire any additional rights in and to the foregoing not expressly granted by the Attachment and the Agreement.
- 1.4. You acknowledge that the On-prem Products might be delivered disabled and that it might require a dedicated License key for activation.
- 1.5. NaturalAntibody may, and you hereby undertake to enable NaturalAntibody, to conduct an on-site audit to confirm your compliance with provisions of EULA. Such an audit may be conducted by NaturalAntibody at any time, and its scope should be limited to examining the use of the Software in accordance with EULA. Information about the planned audit should be provided to you 7 days before its planned date. Preventing an audit constitutes a violation of the provisions of the Agreement (including this EULA) and constitutes the basis for its termination without notice by NaturalAntibody.
- 1.6. The Software may contain embedded time clocks or similar functionality that may disable your ability to use the On-prem Products after the expiration of the Term. You acknowledge and agree that such functionality is not a defect in the Software, nor a violation of any NaturalAntibody obligations.

2. Restrictions

- 2.1. Provisions of the Attachment regarding any usage restrictions are only supplementary to the provisions of the EULA.

2.2. You agree not to act outside the scope of the License rights that are expressly granted by the EULA or this Attachment. You agree not to:

- 2.2.1. reproduce the On-prem Products or any Software component;
- 2.2.2. modify, adapt, translate or create derivative works based upon any component of the On-prem Products;
- 2.2.3. 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 On-prem Products;
- 2.2.4. use the On-prem Products in any manner that is inconsistent with the documentation or instructions provided by the NaturalAntibody;
- 2.2.5. interfere or attempt to interfere with the proper working of the Software;
- 2.2.6. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, object code or underlying structure, ideas or algorithms from which the On-prem Products or any Software component is compiled;
- 2.2.7. disclose or otherwise make available any information or materials contained in or related to the On-prem Products or documentation;
- 2.2.8. disclose any analysis, performance benchmark or performance information of the On-prem Products or documentation to any third party.
- 2.3. You are obliged to notify the NaturalAntibody immediately of any actual or imminent unauthorized access to On-prem Products.
- 2.4. You acknowledge that nothing in the Attachment or the Agreement will be construed to grant you any right to obtain or use such source code of the On-prem Products.
- 2.5. You agree to use the On-prem Products only for lawful purposes and in compliance with all Applicable Laws.
- 2.6. You acknowledge and agree that any act or omission in breach of this section will constitute an unauthorized exercise of the NaturalAntibody's Intellectual Property rights beyond the scope of the rights granted.

3. Warranties and limitations

- 3.1. You confirm that due to the type of Software being an On-prem Products, you are solely responsible for the technical infrastructure and End-User Data. Any degradation or interruption shall not be attributed in any manner to NaturalAntibody.
- 3.2. You acknowledge that the On-prem Products are subject to all applicable disclaimers, and exclusions of liability set forth in the EULA.
- 3.3. You acknowledge that regardless of the exclusions indicated in EULA, NaturalAntibody is not responsible:

- 3.3.1. for installing, upgrading, or enhancing the Software;
- 3.3.2. for correcting errors that may arise from the interaction between the Software and any third-party products;
- 3.3.3. for providing training or other services related to the Software.

You are **solely** responsible for obtaining any additional services or products you may require.

- 3.4. You acknowledge that you are solely responsible for procuring and maintaining the systems and infrastructure needed for the installation of the Software.