ELLAB STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (including any appendices attached hereto, **"Terms**"), together with the Quote and any incorporated documents (collectively, the "**Agreement**"), govern Customer's acquisition of Products, Software and Consultancy Services. By purchasing or renewing Products, Software and/or Consultancy Services through an Order, Customer agrees to be bound by these Terms.

In accordance with Article 496 of the PRC Civil Code, Ellab has highlighted in bold and underline those clauses in these Terms and Conditions that may be of material significance to the Customer. The Customer is advised to read such clauses carefully before signing or accepting these Terms and Conditions. Should the Customer have any questions regarding, or require further explanation of, any such clauses, please contact Ellab prior to acceptance using the contact details set out in the Quote.
根据《中华人民共和国民法典》第四百九十六条的规定，Ellab就本条款及条件中可能与客户（Customer）有重大利害关系的条款已以加粗并加下划线的方式进行了标注，请客户在签署或接受本条款及条件之前仔细阅读上述条款。如客户对上述条款有任何疑问或需要进一步的解释和说明，请在接受本条款及条件之前联系Ellab，联系方式详见报价单。

No binding agreement exists unless Ellab accepts an Order through written order confirmation (**"Confirmation**"). However, within Consultancy Services, the Quote shall be deemed accepted and binding upon both parties when Customer issues an Order which corresponds exactly to the terms of the Quote (excluding conflicting Customer terms of purchase in accordance with Clause 1.3, if relevant), unless otherwise agreed in writing or where the Customer's conduct clearly indicate acceptance of the Quote.

1. APPLICABILITY AND CONFLICTING TERMS

1.1. Contract Documents. These Terms apply as follows:

- **Products**: Clause 2 applies to purchases of Products.
- **Rentals:** Clause 3 applies to rental of Products and Software.
- **Software licenses:** Clause 4 applies to purchases of Software licenses.
- **Consultancy Services**: Clause 7 applies to Consultancy Services.
- **All**: Clauses 8-13 apply generally to all Products and Services.
- **Appendix 1**: Definitions of terms used in these Terms.

1.2. Order of Precedence. In case of conflicts, the following order shall apply: (i) any written side agreement, amendment, addendum or deviation agreement expressly stating that it prevails over these Terms, (ii) the Confirmation, (iii) the Quote, (iv) these Terms; and (v) any other incorporated documents.

1.3. Entire Agreement. This Agreement constitutes the sole understanding between the Parties and supersede all prior agreements and communications. These Terms prevail over any of Customer's terms, and -printed terms in Orders are void and do not modify any of these Terms. Ellab's failure to object to any conflicting terms does not waive these Terms.

2. PRODUCT TERMS

2.1. **Delivery. Delivery time is calculated from Confirmation and receipt of any required payments, if relevant. Quoted delivery dates are estimates only. Ellab uses best efforts to meet quoted dates but accepts no liability for delays, and delays do not entitle Customer to cancel Orders or refuse Products.**

2.2. Ex-Works Delivery and Risk. Delivery shall be made in accordance with the terms on the face of our Quote, or in the absence thereof shall be Ex-Works (Incoterms 2020) at our registered office or designated facility unless otherwise agreed in writing.

2.3. Hardware Warranty. Ellab will repair or replace hardware defects in material and workmanship appearing and notified to us within applicable warranty periods offered as specified HERE, subject to such defects preventing Products from conforming in all material respects to its Documentation and provided that defective Products are returned to Ellab. **This warranty excludes consumables and replaces all non-mandatory implied warranties regarding quality or fitness for purpose. Customer bears return and delivery costs unless warranty covered.**

2.4. CIP terms. If Products are sold on CIP terms (Incoterms 2020), Ellab will repair or replace Products lost or damaged in transit at no charge, provided Ellab receives written notification within the time required to comply with the carrier's conditions affecting such loss or damage.

2.5. Embedded Software. Products may contain embedded software which shall be subject to the terms governing software license as set out in Clause 4 with the necessary changes.

2.6. Service Levels. The purchase of Products may be subject to an optional Service Level Agreement,

including Support Services, as set out in the applicable SLA.

3. RENTAL OF PRODUCTS AND SOFTWARE

3.1. Rental of Products and Software. This Clause governs rental of Products. To the extent rental of Products also covers access to Software (embedded or stand-alone), the Software is subject to Clause 4 applied with necessary changes.

3.2. Ownership. Rentals remain Ellab's sole property and may not be sold, sub-leased, pledged or otherwise disposed of. Customer shall keep Rentals free and clear of all security interests, claims, liens and encumbrances. Customer shall promptly execute and deliver to Ellab such further documents and take such further action as Ellab may request to carry out more effectively the intent and purposes of this Agreement.

3.3. Rental Period. The Rental Period is stated in the Quote and is non-terminable except for material breach per Clause 14.1.

3.4. **Automatic Extension for Monitoring Solutions. Monitoring Solutions with an Initial Term exceeding one (1) year automatically renew for successive one (1) year periods unless either Party provides written termination notice per Clause 8.2. For any Renewal, Customer shall pay a pro-rata Lease Fee based on the Lease Fee and length of Rental Period specified in the Quote.**

All other Rentals (Validation Solutions or Monitoring Solutions with an Initial Term of less than one (1) year) terminate upon initial Rental Period expiry.

3.5. Deposit. Ellab may demand a deposit of up to three months' Lease Fee.

3.6. Acquisition. After Rental Period expiry, Customer may be offered (without entitlement) to acquire Rentals by individual agreement.

3.7. Risk and care. Customer bears all risk after delivery and shall use Rentals per its specifications. Customer is liable for loss or damage costs (repair or replacement value) except reasonable wear and tear.

3.8. Calibration and battery replacements. Rentals are delivered with valid factory calibration. For Rental Periods exceeding one (1) year, the Lease Fee includes an annual calibration and battery replacement if needed. Failure to perform annual calibration voids warranty claims. Customer bears calibration shipping costs. On-site calibration may incur additional reasonable fees.

3.9. Replacements. If during the Rental Period, consumables (including batteries) require replacement outside annual offerings per Clause 3.8, such must be purchased from Ellab to ensure continued functionality and condition upon return. Warranty claims lapse to the extent a defect is caused by non-original parts.

3.10. Warranties. Subject to Clause 4.11 for Software, Ellab warrants Rentals - during the Rental Period – to be free from defects in material and workmanship and to conform in all material respects to its Documentation. Warranty covers repair or replacement (at Ellab's discretion) of defective parts, excluding Customer misuse, negligence, unauthorized modifications, normal wear and tear, or non-compliance with the Documentation or Ellab's instructions and provided defective Rentals or parts are returned to Ellab.

3.11. Defects. Customer must immediately notify Ellab of Rental destruction, deterioration, malfunction, or breakdown. Following Clause 3.14 inspection, Ellab shall use commercially reasonable efforts to remedy warranty-covered defects within reasonable time and credit Customer's Lease Fee for defective items.

3.12. Return Shipping. Upon Rental Period termination, Customer must return the Rentals (or remove/uninstall them, as applicable) and all licenses terminate immediately. Customer bears all freight, shipping, handling, duties, taxes, and risk of loss during return shipment unless warranty covered.

3.13. Cleaning. Rentals must be cleaned for return. Inadequate cleaning may incur cleaning fees.

3.14. Inspection. Ellab shall conduct visual and functional inspection upon return. Post-verification incurs additional cost unless stated in Quote. Non-warranty defects will be repaired or compensated at Customer's expense.

3.15. Insurance. Customer shall maintain adequate insurance with a reputable insurer to protect the Rentals against, but not limited to, theft, fire and flooding. Ellab may review such insurance anytime.

3.16. Lease Fee. Customer shall pay the Lease Fee in equal instalments per the Quote for Rental use during the Rental Period. The Lease Fee is due on the first day of each calendar month unless otherwise agreed.

3.17. **Adjustment of the Lease Fee. The Lease Fee may be adjusted for changes in applicable law with no less than thirty (30) Business Days' notice.**

3.18. Material Breach. Upon Customer's material breach, Ellab may demand immediate payment of the remaining Lease Fee for the Rental Period. Upon Ellab's material breach resulting in termination, Ellab shall refund Customer pro-rata for prepaid Lease Fee covering post-termination periods.

4. General Software Terms

4.1. General Software Terms. This Clause governs Software purchase and rental. Clause 5 covers On Premise Software; Clause 6 covers Software as a Service.

4.2. Utilization. Subject to payment of the applicable Fees, Customer (and its Affiliates unless otherwise agreed) shall have the right to utilize the Software.

4.3. Customer Obligations. Customer shall meet all Software prerequisites per the Documentation and ensure Authorised Users do not:

a) attempt to copy, duplicate, modify, reverse engineer, decompile, disassemble, create derivative works from or distribute all or any portion of the Software or Documentation.

b) access, develop, supply or market all or any part of the Software to build a product or service which replicates, competes with or is substantially like the Software.

c) Unless otherwise agreed with Ellab, use the Software to provide services to third parties (excluding for the avoidance of doubt any Affiliates of Customer).

d) transfer, temporarily or permanently, any of its rights under this Agreement; or

e) assist third parties (excluding for the avoidance of doubt Subcontractors and Authorized Users) in obtaining access to the Software.

4.4. Customer Data. Customer owns all Customer Data and has sole responsibility for its legality, reliability, integrity, accuracy, quality, and ensuring no third-party rights infringement.

4.5. Migration of Customer Data. To the extent relevant, the Customer will be responsible for migrating Customer Data onto Customer's own archive unless otherwise agreed. Ellab shall, subject to separate payment, provide reasonable assistance to Customer and third parties authorised by Customer in the switching process.

4.6. Use of Customer Data. Customer grants Ellab a non-exclusive, non-transferable (subject to Clause 15.10) license to use Customer Data for providing the Software and exercising Ellab's rights under this Agreement, including sub-licensing to service providers as necessary. Customer warrants such use will not breach laws, infringe rights, or create liability for Ellab.

4.7. **Documentation Modification. Ellab may modify the Documentation anytime without notice but will strive for thirty (30) days' notice. Ellab will not materially diminish Software functionality during the Term.**

4.8. Software IPR. Customer acknowledges that Ellab owns all IPR in the Software and Documentation. These Terms grant only expressly stated rights.

4.9. Outputs. As between the Parties, and to the extent any IPR is created, Ellab assigns to Customer all IPR and ownership rights in the Output generated from the use of Software in each case to the extent that such rights do not automatically vest in Customer. To the extent that Ellab's IPR is embedded in the Output or is otherwise required for Customer and/or its Affiliates to receive the full benefit of any Output, Ellab hereby grants to Customer and its Affiliates **a non-exclusive, non-transferable, revocable right (without the right to grant sub-licenses)**, under such IPR, to use and access, and to permit the Authorized Users to use and access such Output solely for Customer's internal business. Customer expressly acknowledges that the Output may not be unique and that the Software may produce the same or similar Output for other users.

4.10. Authorised Users. Customer ensures Authorised Users comply with this Agreement and is responsible for their acts and omissions, including any breach of this Agreement, as if they were "Customer" hereunder. Customer shall comply with the user enrolment process per the Documentation (if relevant).

4.11. Subscription Fees. Customer acknowledges Software may enable Authorised Users to perform functions incurring additional Fees per the Documentation/Software and agrees to be bound by such actions and pay resulting Fees.

4.12. Ellab Obligations. During the Term, Ellab warrants that:

a) Software shall perform materially in accordance with the Documentation.

b) For perpetual Software without an SLA, the foregoing warranty is limited to three (3) months from delivery of the Software , subject to Clause 4.13 disclaimers.

c) Ellab uses reasonable endeavours to provide Support Services per applicable SLA with appropriately trained personnel.

d) Ellab uses reasonable endeavours for 24/7 Software availability but is not responsible for third-party delays or internet bandwidth issues beyond Ellab's control.

e) Ellab does not warrant error-free Software or that it meets customer requirements. Except as expressly provided, Software and Support Services are "as is" with other warranties disclaimed per law.

4.13. Disclaimers. The Software does not constitute investment, legal, or professional advice. Customer assumes all risks and responsibility for results and conclusions. Ellab has no responsibility for financial, investment, or business decisions based on Software use or use of Output or liability for losses from Customer-provided information errors or Customer-directed actions.

4.14. Service Levels. Software utilization may be subject to a mandatory or optional Service Level Agreement including Support Services per the applicable Service Level Agreement.

4.15. Software Updates.

a) Subject to SLA-subscription (if available, or if otherwise offered), Ellab will reasonably correct Software errors but has no obligation for specific updates unless specified in SLAs. Unless otherwise provided in SLAs, Ellab shall have no obligation to notify the Customer of the availability of any new software version, and the Customer shall be solely responsible for actively requesting information regarding any such new version(s), and may – unless otherwise specified in the Documentation - elect, at its discretion, whether to install any version made available by Ellab. Customer acknowledges Software unavailability during updates. Ellab will use its reasonable endeavours to keep disruption to and unavailability of the Software to a minimum. Updates may include functionality improvements, performance enhancements, security updates, and bug-fixes deemed necessary for Software quality and integrity.

b) Customer must maintain Software at Ellab-supported version levels for Support Services under the Service Level Agreement. Failure to install necessary updates may limit Support Services or Software functionality. Customer's deliberate non-installation excludes Ellab liability for resulting non-conformance.

4.16. Audits. Each Party may audit the other's compliance with this Agreement annually, or more frequently if reasonable breach suspicion exists. Audits require mutual scheduling agreement and reasonable assistance. Each Party bears own audit costs.

4.17. Audit Consequences. Unauthorized Software use may require immediate uninstallation/deletion or access cessation, reserving legal remedies. Ellab may offer license reinstatement upon payment of: (i) 100% Support Services reinstatement fee, (ii) unpaid unauthorized use Fees, and (iii) appropriate license documentation execution.

4.18. Term. Unless the Software is perpetual, the Term of the Software (incl. SLA, if relevant) set out in the Quote **automatically renews upon Initial Term termination unless either Party provides termination notice per Clause 8.2.** Renewal shall be equal to the Initial Term unless otherwise agreed.

4.19. Fee Adjustment. Before any Renewal Period**, Ellab may reasonably adjust the Fees which will be payable by Customer for that Renewal Period**; provided that any increase shall not exceed the percentage change in the EU HICP published for the preceding twelve (12) months unless required by law. Adjustments of the Fees require not less than thirty (30) Business Days' notice to Customer. Customer accepts by issuing an Order. **Non-acceptance requires Software termination before the Renewal Period.**

5. On Premise

5.1. On Premise Terms. For On Premise Software, these clauses apply in addition to Clause 4.1 terms.

5.2. Software license. Subject to Customer's payment of the Fee and compliance with this Agreement, Ellab hereby, from the Commencement Date, grants to Customer a **non-exclusive, non-transferable, revocable right (without the right to grant sublicences)** to install and use, and to permit the Authorised Users to use and access, the Software, solely for Customer's internal business purposes during the Term. Where Software has been purchased on a perpetual basis without being subject to continuous mandatory SLA-subscription, the license shall continue indefinitely, subject to the warranty provisions set out in Clause 4.12.

5.3. Customer Obligations for On Premise. In relation to the Software, Customer shall:

a) provide necessary cooperation including remote Software access and information needed for Software provision per the Documentation.

b) acknowledge sole responsibility for ensuring firewalls, security settings, and applications do not interfere with Software access and use, with Ellab having no interference responsibility.

c) provide reasonable personnel assistance as requested by Ellab.

6. Software as a Service

6.1. SaaS Terms. For Software as a Service, these clauses apply in addition to Clause 4.1.

6.2. Platform License. Subject to Fee payment and the other terms and conditions of this Agreement, Ellab grants Customer from the Commencement Date a **non-exclusive, non-transferable, revocable right (without sublicense rights)** to use, access, and permit Authorised Users to access Software on software-as-a-service basis solely for Customer's internal business during the Term.

6.3. SaaS Customer Obligations. In addition to Clause 4.3 obligations, Customer and Authorised Users shall not store, distribute, or transmit through Software any Virus or material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially/ethnically offensive, facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence/discrimination.

6.4. Customer Data Disclaimer. Ellab is not responsible for Customer Data loss, destruction, alteration, or disclosure caused by Customer, Authorised Users, Customer's Affiliates, or third parties.

6.5. SaaS Back-up. Within 30 days following termination, Ellab provides Customer with a SQL backup of all Customer Data in its possession. Subject to separate reasonable cost quotation, Ellab will:

a) assist with installing SQL backup on a Local (non-cloud) Software version as a read-only copy with limited users/functionality; and

b) provide database schema, metadata, and documentation reasonably necessary for Customer Data interpretation if Customer no longer uses Software.

6.6. Early **Termination Fee. Customer may terminate SaaS Software before the Term end subject to early termination fee equal to sixty percent (60%) of the remaining Fees for the affected Software for the remainder of the Term.**

7. CONSULTANCY SERVICES

7.1. Ellab Obligations. Ellab's staff will be adequately experienced or supervised by experienced personnel to perform the Consultancy Services, and Ellab will perform Consultancy Services using its best efforts and abilities in accordance with industry's best practices.

7.2. Customer Obligations. For Consultancy Services, Customer shall:

a) ensure that Ellab staff has office and internet access.

b) where Customer provides its own validation equipment, provide Ellab with a constant stream of ready equipment.

c) For Resident Staffing Orders, Customer must provide computing and required equipment if special equipment or software not in Ellab's inventory is needed.

d) Customer must provide necessary Personal Protection Equipment ("**PPE**") for safe performance at Customer's facility. Customer-specific PPE purchased by Ellab will be billed in addition to the Quote.

e) for warehouses and large rooms, Customer must provide a personal lift and operator for sensor placement and retrieval. The lift and operation must comply with applicable health and safety laws at Customer's risk.

7.3. General Prerequisites

7.3.1. Standard Protocol Application. Unless otherwise stated in the Quote, Ellab will execute the Consultancy Services based on Ellab's Standard Protocols.

7.3.2. Special Protocol Agreement. If Customer has special protocols or Standard Operating Procedures ("**SOPs**") that Ellab must follow, this must be agreed upon before Order start. If Customer's SOPs are not part of the Quote, time spent amending a SOW as a result hereof will be billed accordingly.

7.3.3. Information Requirement. Customer must provide all necessary information and documents, including SOPs, at least one week prior to Order start and complete all Quote/SOW preparations before start.

7.3.4. Customer Preparation Obligations. Customer shall ensure all site preparation requirements are met prior to Ellab's arrival, including but not limited to: clear access to all equipment to be monitored, accessible and unobstructed feedthrough ports, completed documentation and prerequisites, necessary calibration certificates, and any required physical modifications including mounting brackets, drilling holes, or routing tubing for proper equipment installation.

7.3.5. Training. Site-specific training for Ellab staff required by Customer not included in the Quote will be billed based on time and material basis.

7.3.6. Standard Business Hours. Ellab's standard hours are Monday-Friday, 8am-5pm (8 hours/day). Hourly Orders and Resident Staffing Orders assume continuous 40-hour workweeks, subject to employment laws including breaks.

7.3.7. Staff Allocation Rights. Customer acknowledges Ellab retains sole discretion regarding staff work allocation and exclusive employer rights directing employees providing Consultancy Services.

7.4. **Changes**

7.4.1. Schedule Changes. Customer schedule changes or facility access denial (not Ellab's fault) require 14 Business Days' written notice for timeframe adjustment. If the deadline passed, Ellab may bill Quoted hourly rates during the waiting period (maximum 14 Business Days) unless the relevant Ellab staff have been rescheduled to other projects compensating revenue loss.

7.4.2. SOW Changes. SOW changes require 14 Business Days' written notice. Ellab will attempt execution if possible. Additional reasonable costs for SOW adjustment may be billed beyond original Quote.

7.5. **Delays**

7.5.1. Additional Time Use. Quotes are estimates based on assumptions (process length, facility- and UUT availability/access, Customer approval/documentation turnaround). Quotes are price estimates and Customer acknowledges unavoidable delays impossible to pre-calculate. Additional time is billed at time and material unless in case of a "Fixed Price Order." Non-Ellab fault delays are, however, always billed time and material.

7.5.2. Extended Processing Time. If the delay exceeds the Quote by more than 30% due to reasons not caused by Customer, Ellab informs Customer in advance. Customer may either:

a) terminate the SOW, with Ellab entitled to bill for services provided but not yet billed; or

b) continue the SOW and pay for the additional working hours.

7.6. **Ellab's equipment**

7.6.1. Use of Ellab equipment. Unless agreed otherwise, Ellab supplies Rentals for Consultancy Services, billed separately per Clause 3 applied with the necessary changes. Additional fees apply for specific computer validation documentation.

7.6.2. Equipment Damages. Customer is billed for damage to Ellab equipment caused by Customer, including unforeseen operating environment changes outside specifications. Ellab repairs/replaces equipment damaged by technical defects at Ellab's option.

7.7. **UUT**

7.7.1. UUT-Preconditions. All CTU (Climate Temperature Unit) UUTs should have digital controllers; units without digital controllers may incur additional fees. All UUT must be available, functional, and ready for testing, with IQ/OQ/PQ/CQ/RQ (as applicable) performed in succession without delay.

7.7.2. Loaded Studies. Customer must provide the load for loaded studies.

7.7.3. Temperature Preconditioning. For controlled temperature loaded studies, Customer must precondition the load to the test temperature.

7.7.4. Walk-ins. For walk-ins and warehouses, Customer is responsible for providing labour to place the load items.

7.7.5. Load quantity. Autoclaves and ovens require adequate load quantity for successive studies.

7.7.6. UUT Calibration. All UUT needs current calibration prior to testing. If not calibrated, Ellab can calibrate for an additional fee. If currently calibrated, Customer must provide calibration certificates for controllers/monitoring systems.

7.7.7. UUT Operation. If Ellab staff cannot operate UUT, Customer must provide qualified personnel during all on-site times.

7.7.8. Production Interference. Consultancy Services, including installation, cf. Clause 7.8, may disrupt Customer's production processes due to UUT interference.

7.7.9. Status Reports. If required, status reports will be provided at regular intervals. Hours may be billed in addition if not included in Quote.

7.8. **Installation and Configuration Services**

7.8.1. Prerequisites. Software installation on Customer server requires full admin rights. All prerequisites must be completed per Clause 5.2 before scheduling on-site/remote installation.

7.8.2. Access and Installation Conditions for Products. For controlled temperature units and environmental chambers, Ellab assumes transmitters will be located outside with sensing probes inside. Customer must ensure feedthrough ports are clear and accessible prior to installation. If feedthrough ports are inaccessible or cannot be penetrated, Ellab may use door gasket placement with future Customer relocation when conditions change. If frost prevents proper sensor mounting or no feedthrough port exists and door gasket ingress is inadvisable, transmitters will be installed outside the UUT with sensors remaining outside until Customer addresses the issue and installs sensors properly.

7.8.3. Site preparation. Unless specifically stated, Ellab will not make any physical changes to Customer's site and Customer is responsible for making required changes prior to Ellab arriving on-site. The Customer may need to mount brackets, drill holes, screw into walls, route tubing, and potentially other changes required in order to complete the installation.

7.8.4. Clear identification. All equipment to be monitored is required to be clearly identified and match the information provided in the prerequisites.

7.8.5. Configuration of Software. Following installation of the relevant Software, a running-in and testing period must be expected. Ellab will perform a default level of minimum configuration necessary for basic system operation. Any configuration services beyond the default level after completion of the running-in-and testing period, including custom settings, advanced features, or specialized configurations requested by Customer, will be subject to additional fees as agreed upon separately.

7.8.6. Delay and Additional Costs. Any delays or additional work required due to Customer's failure to complete prerequisites, inadequate site preparation, inaccessible equipment, blocked feedthrough ports, safety concerns, or other site conditions that prevent efficient installation will result in additional costs to be borne by Customer. Such additional costs may include extended on-site time, return visits, alternative installation methods, or additional equipment required to complete the installation.

7.9. **Billing and Termination of Consultancy Services**

7.9.1. Billing Frequency. Consultancy Services will be billed every 30 days and be subject to Clause 9 (Fees and payment terms).

7.10. Prepayment. For Fixed Price Orders, Ellab may require up to 25% prepayment upon receiving the Order.

7.11. Termination. Customer may terminate a Fixed Price Order, Hourly Order, or Resident Staffing Order for convenience with thirty (30) days' written notice, effective at notice period end.

7.12. Payment Rights. Convenience termination per Clause 7.11 does not affect Ellab's right to invoice or Customer's payment obligation for terminated Order charges. Ellab's payment right is limited to charges accrued during notice period and costs not reasonably mitigated during such period.

7.13. **Other**

7.13.1. Employment Restrictions. Subject to applicable law, Customer shall not during the Term actively solicit Ellab staff working on Customer's site. General public solicitations through advertisements, publications, websites, or employment agencies not specifically targeting Ellab employees or responding to unsolicited employee communications are not prohibited.

7.14. **Exclusions**

7.14.1. CQV Services (including, without limitation, commissioning, qualification and validation activities (e.g., IQ/OQ/PQ), calibration, mapping, verification, testing and any related Consultancy Services) and any deliverables produced in connection therewith reflect only the conditions, configurations, inputs and measurements observed as of the date and time the relevant CQV Services are performed. Such deliverables shall not be construed as an ongoing guarantee of system/equipment performance, stability, compliance status or future results.

7.14.2. **Ellab's sole warranty is that the applicable Consultancy Services were performed in accordance with the procedures, methods and standards expressly stated in the applicable protocol, report and/or certificate as of the date of performance/service. Ellab does not warrant future performance or stability beyond the date of**

performance/service.

7.14.3. Any CQV report and/or validation deliverable shall be considered final only once it has been reviewed, approved, released and signed (or otherwise formally accepted in writing) by the Customer's duly authorised representative.

8. COMMENCEMENT AND DURATION

8.1. Commencement. This Agreement shall commence on the Commencement Date as specified in the Quote, and/or Confirmation.

8.2. Duration for Rentals and continuous Software. This Agreement continues for the Initial Term duration, including Renewal periods, unless either Party gives thirty (30) days' written notice before the end of the Initial Term (or Renewal period), terminating this Agreement at 23:59 (GMT) on the last day of Initial Term (or Renewal period).

9. FEES AND PAYMENT TERMS

9.1. Payment Terms. Customer will pay all sums within 30 days of the invoice date in cleared funds (invoice currency into Ellab-nominated bank account nominated by Ellab from time to time) unless otherwise specified in the Quote.

9.2. Taxes. All sums are exclusive of taxes, duties, and governmental charges, unless stated otherwise in the Quote. Customer pays such charges in addition to invoiced amounts when payment is due.

9.3. Transportation Expenses. Shipping, handling, parking, and toll charges will be billed in addition to the Quote.

9.4. **Late Payment. For Customer's failure to make any payments due in accordance with this Agreement, Ellab may:**

(a) charge interest on overdue amounts at 3% per month above the European Central Bank's base rate.

(b) subject to limitations in applicable law, charge reasonable legal and collection fees incurred to recover overdue amounts; and/or

(c) serve written notice requiring payment within thirty (30) days, and terminate the Order if not cured, with immediate suspension of access to and use of Software and/or Rentals.

9.5. Billing Information. Customer will provide accurate billing information (address, email, phone) and promptly notify Ellab of changes.

9.6. Non-refundable. Unless otherwise specified for specific Services in these Terms, any Fees or Lease Fee paid are non-refundable including upon early termination, except in case of Customer's termination for cause.

10. CONFIDENTIALITY

10.1. Confidentiality Obligations. The Parties shall not disclose Confidential Information to third parties during the Term or after termination of the Agreement and shall instruct its employees, representatives, and Subcontractors with access to such information accordingly in writing, and be liable for any breach of the confidentiality obligations in this Agreement by such representatives as if such breach had been committed by the receiving party itself. Confidential Information shall be treated strictly confidential and used only for executing the Agreement.

10.2. Exclusions to Confidential Information. Confidential Information excludes information that: (i) was public when disclosed or later made public by disclosing party; (ii) became public through no party fault; (iii) was in receiving party's possession without confidentiality obligations prior to disclosure; or (iv) was independently developed by receiving party' without use of Confidential Information.

10.3. Use Limitations. Neither Party shall obtain, commercially exploit, or imitate Confidential Information incorporated in the other Party's services or products through testing, observing, examining, or dismantling, unless the disclosing party has made such information publicly available.

11. COMPLIANCE WITH LAW AND EXPORT CONTROL

11.1. Resale Restrictions. Customer declares purchasing Products or Software for resale does not establish dealer, distributor, or agent status with Ellab.

11.2. Export.

a) Customer shall not directly or indirectly sell or export Products or Software without Ellab's prior written consent, except transfers to Customer's Affiliates. Infringement allows immediate Order termination. Unauthorized exportation in breach of Clause 11.2(a) eliminates Ellab's liability for Products/Software, including product liability. Ellab cannot be committed to pay compensation/damages to Customer, Customer's customers, or third parties from unauthorized export.

b) Customer is responsible for export control law

compliance and shall not export, re-export, or import Products or Software to restricted/embargoed countries.

c) Clause 11 violations constitute material Agreement breach, entitling Ellab to appropriate remedies including Agreement termination.

d) Customer shall immediately inform Ellab of any known/threatened Clause 11 breach and provide reasonable compliance information.

e) Customer agrees to indemnify and hold Ellab harmless from any claims arising from Customer's export control and import law non-compliance.

f) Ellab may cancel any Order that cannot be fulfilled due to law, regulations, or inability to obtain required export licenses.

12. INDEMNITIES

12.1. Customer Indemnification Obligations. Customer shall indemnify and hold Ellab and Ellab personnel harmless against all damages, claims, losses, and reasonable costs (including legal fees) arising from third party claims based on or arising from: (i) Customer's or Authorised Users' breach of this Agreement; (ii) Customer's breach of Clauses 4.3 and 6.3 or (iii) Customer's non-compliance with applicable laws, rules or regulations.

12.2. Ellab IPR Indemnification. Subject to Clauses 12.3-12.5, Ellab shall indemnify Customer against damages and reasonable costs from valid and enforceable IPR Claims in the legal jurisdiction where commenced, provided:

a) Customer shall give Ellab prompt written notice of any actual or threatened IPR Claim.

b) Customer shall not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of Ellab.

c) Ellab may assume exclusive conduct of the IPR Claim (including proceedings, settlement negotiations, and dispute resolution).

d) Customer shall, at Ellab's request, cost and expense, give Ellab all reasonable assistance in connection with the conduct of the IPR claim (including taking such steps as is necessary to enable Ellab to assume conduct of the IPR claim pursuant to the point just above); and

e) Customer takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 12.2.

12.3. IPR Claim Remedies. If any IPR Claim is made or likely to be made, against Customer, Ellab may at its option and expense:

a) obtain for the Customer the right to continue using Products/Software per these Terms; or

b) modify or replace infringing Products/Software parts to avoid infringement without materially adversely affecting functionality; or

c) terminate this Agreement immediately on notice with refund of post-termination period fees.

12.4. IPR Indemnification Exclusions. Ellab or Ellab personnel are not liable under Clauses 12.2-12.3 for infringement arising from or based on, in whole or in part: (a) Products/Software changes, modifications, updates, or enhancements not made by Ellab; (b) Customer's or Authorised Users' use of the Products or Software contrary to Ellab's instructions or in breach of this Agreement or the Documentation; or (c) Customer's or Authorised Users' use after IPR Claim notice or awareness.

12.5. **Entire IPR Liability. Clauses 12.2-12.4 state Ellab's entire IPR Claim liability and Customer's sole/exclusive remedy with respect to intellectual property infringement.**

13. LIMITATION OF LIABILITY

13.1. Liability Limitation Exceptions. Notwithstanding Clause 13.2 and 13.3, nothing herein will limit liability arising from: (a) Ellab's Wilful Misconduct and Gross Negligence; (b) Ellab's indemnification obligations; (c) Ellab's breach of Clause 10; or (d) any other liability that cannot be excluded/limited by law.

13.2. **Excluded Losses and Damages. Subject to Clause 13.1, Ellab is not liable, regardless of the form of action whether in tort (including negligence), breach of statutory duty, contract, misrepresentation (whether innocent or negligent), restitution, or otherwise for:**

a) any loss of profits, business, savings, goodwill and/or similar losses, or pure economic loss, or any loss or corruption of data or information (regardless of whether direct, indirect, or consequential); or

b) special, indirect, incidental, punitive or consequential loss/damage arising under/in connection with this Agreement, even if Ellab was aware such loss/damage might be incurred.

13.3. **Infrastructure Liability Exclusion. Ellab is not liable for downtime, disruptions, data loss, or failures arising from Customer's hosting platform/tenant, configuration, or third-party integrations/dependencies.**

13.4. **Maximum Liability. Subject to Clause 13.1, Ellab's total aggregate liability under/in connection with this Agreement shall not exceed the lower of: (a) EUR 1,000,000; or (b) the total fees paid by Customer to Ellab during twelve (12) months immediately preceding the claim-giving event for the specific Product or Service giving rise to the claim (or, if less than twelve months elapsed since Commencement Date for such specific Product or Service, the total fees paid from the Commencement Date until claim-giving event date for such Service or Product).**

13.5. Liability Calculation Timing. For Clause 13.4 liability calculation, where cause of action arises in one year and continues across subsequent years/after this Agreement's termination, the cause of action is deemed to have arisen only in the year it first arose.

13.6. Insurance Responsibilities. Ellab maintains reasonable liability insurance. Customer is responsible for its own insurances and ensuring safe working conditions at Customer's premises.

14. TERMINATION

14.1. Termination for Cause. Either Party may immediately terminate the Order by giving written notice to the other Party (the "**Defaulting Party**") if:

a) the other Party fails to pay amounts due under this Agreement and remains in default thirty (30) days after written payment notice.

b) the Defaulting Party commits a material breach of this Agreement that is irremediable or, if remediable, fails to remedy within 30 days of written notice.

c) an Insolvency Event occurs in relation to the Defaulting Party.

14.2. Termination Effects. Order termination affects only ongoing Services (Rentals, Software, Consultancy Services) but not completed Product purchases and/or perpetual Software licenses or warranties which survive termination and continue in full force. On termination:

a) all Software licenses shall immediately terminate and Customer and Authorised Users must immediately cease Software use.

b) Customer immediately pays all sums payable to Ellab.

c) each Party returns or destroys and makes no further use of any Product (and copies) belonging to the other Party, including Confidential Information (except Ellab may retain reasonable professional records of Customer's and Authorised Users' Software use and Customer's Confidential Information for internal audit, litigation, and/or law compliance);

d) any rights, remedies, obligations, or liabilities accrued up to termination date, including the right to claim damages for breach of this Agreement existing at/before termination date, are not affected or prejudiced.

14.3. Termination for Material Changes. If Ellab makes material adverse changes to Services or Terms that substantially reduce functionality, scope, quality, or Customer rights compared to the Confirmation, Ellab provides sixty (60) days' prior written notice. Customer may terminate affected Services by providing written notice within thirty (30) days of receiving such notice, effective at the notice period end.

14.4. Exceptions. Clause 14.3 does not apply to: (i) changes required by law or regulation; (ii) Software updates or bug fixes per Clause 4.15 ; (iii) fee adjustments per these Terms; or (iv) changes not materially adversely affecting Customer's Service use.

15. MISCELLANEOUS

15.1. Processing of Personal Data. The Parties act as separate data controllers in relation to any personal data processed. If Ellab is to process personal data on behalf of and pursuant to instructions from Customer, the Parties shall enter into a data processing agreement.

15.2. Alterations. Specification alterations, including verbal agreements, require Ellab's written confirmation.

15.3. Use of Documentation. Ellab-supplied Documentation is for Customer's specific use only and shall not be disclosed to third parties.

15.4. Cancellation. Orders are binding. Subject to Clause 14.1, Order cancellation or suspension requires Ellab's written agreement.

15.5. Notices. Notices must be in writing (any form evidenced by text shall suffice) and delivered by

hand, post, or email to the Quote address. Notices are deemed received when delivered by hand, in normal course of post, or at email transmission time.

15.6. Force Majeure. Neither Party is liable for delay or failure to perform due to events beyond its reasonable control, including strikes, utility failures, acts of God, war, civil commotion, law compliance, accidents, or supplier defaults. The affected Party receives reasonable time extensions. If delay continues for three months, either Party may terminate with thirty days' written notice.

15.7. No Waiver. Failure to exercise rights does not constitute waiver. Waiving one breach does not waive future breaches.

15.8. Rights and Remedies. Except as expressly provided, rights and remedies under this Agreement are in addition to, not exclusive of, any legal rights or remedies.

15.9. Severance. If any provision is found illegal, invalid, or unenforceable, it shall be deemed not part of this Agreement without affecting the remainder's validity. Invalid provisions shall apply with necessary modifications to give effect to the Parties' commercial intention.

15.10. Assignment. Customer may not assign or transfer this Agreement, or any rights or obligations hereunder, without Ellab's prior written consent. **Ellab may assign or transfer this Agreement, and/or its rights and/or obligations hereunder, at any time. Any attempted assignment, delegation or transfer by Customer in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.**

15.11. Relationship of the Parties. This Agreement does not create any partnership, joint venture, or agency relationship between the Parties.

15.12. Subcontractors. Ellab may perform obligations through Affiliates and Subcontractors. Ellab is responsible for acts and omissions of Affiliates, Subcontractors, and Ellab personnel performing under this Agreement, and all Agreement provisions applicable to Ellab apply equally to such Affiliates and Subcontractors.

15.13. Customer Feedback Rights. Customer feedback regarding Products, Software, or Services may be used by Ellab at its discretion. All IPR in improvements, modifications, or enhancements developed by or on behalf of Ellab based on Customer feedback belongs exclusively to Ellab.

15.14. Third-Party Rights. Third parties have no enforcement rights under this Agreement. All claims must be brought against Ellab only, not Ellab Personnel. All liability limitations apply to such claims.

15.15. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by the laws of the jurisdiction of the Ellab entity specified in the Quote, and disputes shall be submitted to the exclusive jurisdiction of courts of the place where the registered office of the Ellab entity specified in the Quote is located. This does not prevent either Party from seeking injunctive or equitable relief in any competent court.

APPENDIX 1 - DEFINITIONS

"**Affiliate**" means, in respect of a Party, any corporation, company or entity that directly or indirectly controls, is controlled by or is under common control of that Party. For the purposes of this definition, "control" means: (i) holding a majority of the voting rights in it; (ii) being a member of it and having the right to appoint or remove a majority of its board of directors; or (iii) being a member of it and controlling alone, pursuant to an agreement with other members, a majority of the voting rights in it.

"**Authorised Users**" means the individual employees, agents or contractors of Customer who are authorised by Customer to access and use the Software solely on behalf and for the benefit of Customer for Customer's internal business purposes.

"**Business Day**" means day other than a Saturday, Sunday, or public holiday (including any day officially observed as a public holiday) in the jurisdiction of the Ellab entity specified in the applicable Quote, on which banks are open for general business.

"**Commencement Date**" means the date of which the Rentals are made available to Customer or the date on which the Software becomes available to Customer, or the provision of Consultancy Services are to be initiated, as specified in the Quote or agreed between the Parties outside in writing.

"**Confidential Information**" means any information or data disclosed by the discloser to the recipient in any form related to the provision or delivery of Services, and/or Products under this Agreement, including trade secrets, know-how, designs, specifications, products, services, inventions, software (including Software), source codes, algorithms, processes, technology, business information, customer lists, and any other information that would reasonably be considered confidential by its nature or circumstances of disclosure.

"**Consultancy Services**" means services performed by Ellab such as, but not limited to, qualification, validation, calibration, and various GMP- and CQV consulting services. It also includes installation of Products and ancillary Software configuration services carried out by Ellab.

"**Customer**" means the legal entity that accepts and is a party to these Terms.

"**Customer Data**" means any data transferred to Ellab by Customer for input into the Software.

"**Documentation**" means the applicable Product and Services' trust and compliance documentation, usage guides, policies, and published specifications for the Products and Services made available by Ellab, including descriptions of operation, prerequisites, functioning, available services, Service Level Agreements, if applicable, and Ellab's processes and procedures for maintaining security, availability and performance, all as may be updated from time to time.

"**Ellab**" means the legal entity within the Ellab group of companies as specified in the Quote with which Customer has entered the Agreement.

"**Fee**" means the fee(s) payable under or in connection with this Agreement by Customer to Ellab as specified in the Quote(s) for Customer's utilization or purchase of Software (if relevant) and comprises of a one-time or annual fee.

"**Fixed Price Order**" means an order for Consultancy Services with a fixed service price to complete the whole order as specified in the Quote.

"**Gross Negligence**" means a serious and substantial degree of negligence representing a significant departure from the standard of care that a reasonably competent and diligent person would be expected to exercise in the relevant circumstances, demonstrating a disregard for, or indifference to, the consequences of the act or omission.

"**Hourly Order**" means an order for Consultancy Services billed based on actual time spent by Ellab personnel at agreed hourly rates as specified in the Quote.

"**Initial Term**" means the specific period set out in the Quote (unless the Confirmation sets forth a different period, in which case the period set forth in the Confirmation governs), and starting on the Commencement Date.

"**Insolvency Event**" means that a Party becomes insolvent, enters liquidation, administration or bankruptcy proceedings (which, if involuntary, are not dismissed within sixty (60) days of their institution), or has a receiver or similar officer appointed.

"**IPR**" means intellectual property rights of any kind, including but not limited to patents, copyrights, trademarks, trade secrets, know-how, and other proprietary rights.

"**IPR Claim**" means any claim or action against Customer by any third party that the use of the Products or Software by Customer or its Authorised Users, in accordance with the terms of this Agreement, infringes the copyright of that third party.

"Lease Fee" means the fee payable by Customer for Rentals as specified in the Quote.

"**Order**" means a formal document issued by Customer to a Ellab, indicating the types, quantities, and agreed prices for Products, Software, and/or Consultancy Services, which is accepted by Ellab by means of a Confirmation.

"**Output**" means any reports, graphics, data, specifications and other materials generated by Customer's use of the Software and provided to Customer by Ellab (including through the Software).

"**Party**" means each of Customer and Ellab, and "**Parties**" means Customer and Ellab, collectively.

"**PRC**" means the People's Republic of China, but for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan.

"**Products**" means Ellab's hardware, equipment, instruments, and related Documentation offered for sale or rental as specified in the Quote.

"**Quote**" means the tender document provided by Ellab to Customer specifying the potential Products and/or Services to be provided hereunder, including the price and terms hereof. This includes any addenda, supplements, or subsequent orders associated with the original Quote.

"**Renewal**" means the automatic renewal of the Initial Term and any subsequent Renewal periods of Software provided as SaaS, and On Premise if subject to a mandatory Service Level Agreement, and certain Rentals for a duration equal to the Initial Term unless otherwise agreed.

"**Rental Period**" means the period of which Customer rents the Rentals as set out in the Quote.

"**Rentals**" means Products and/or Software rented to Customer pursuant to this Agreement.

"**Resident Staffing Order**" means an order for the provision of Ellab personnel to perform Consultancy Services at Customer's premises or designated locations for specified periods to perform an agreed scope of Consultancy Service(s) as specified in the Quote.

"**Service Level Agreement**" or "**SLA**" means the separate document setting out the service level commitments and information on Support Services to the extent it applies to the purchased Software, and/or Products (as the case may be) and is a part of the Documentation.

"**Services**" means the collective term for Rentals, Software and Consultancy Services.

"**Software**" means Ellab's software platform(s) as specified in in the Quote.

"**SOW**" means the agreed scope for the Consultancy Services as specified in the Quote.

"**Standard Protocols**" means protocols developed by Ellab describing the steps and procedure in executing the Consultancy Services specified in the Quote.

"**Subcontractor**" means any third-party contractor, agent, partner or similar customary representatives.

"**Support Services**" means support services to be delivered or performed in accordance with the Service Level Agreement.

"**Term**" means the period for Rentals, Software, and/or Consultancy Services that is in force at any given time, whether the Initial Term or any Renewal period thereafter, if relevant.

"**Units Under Test**" or "**UUT**" means the individual components, equipment, modules, or discrete pieces of software subject to testing in isolation by Ellab during performance of a Consultancy Service.

"**Virus**" means any software, code, file or programme which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, telecommunications service, equipment, programme or data, including worms, trojan horses, viruses

and other similar devices.

"**Wilful Misconduct**" means an intentional act or omission, carried out with knowledge that it is wrongful or with reckless disregard for the consequences, where the person knew - or should reasonably have known - that harm would result.