

**SoftGenetics End User License Agreement for Promega Customized
GeneMarker®HID Software for Spectrum CE Systems and HIDAuto Software for
Spectrum CE Systems**

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY DOWNLOADING, INSTALLING, OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CLICKING ON THE "ACCEPT," OR "I AGREE," BUTTON IS THE SAME AS SIGNING THIS AGREEMENT. IF YOU ARE INSTALLING THIS SOFTWARE FOR ANOTHER USER, YOU ACKNOWLEDGE THAT THE ULTIMATE END USER HAS READ AND AGREED TO THE TERMS OF THIS AGREEMENT. IF YOU ARE INSTALLING THIS SOFTWARE FOR AN ORGANIZATION, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AUTHORIZED TO BIND THE ORGANIZATION TO THE TERMS OF THIS AGREEMENT. IF AN ORGANIZATION USES THIS SOFTWARE, THE ORGANIZATION AGREES TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THIS SOFTWARE.

1. Definitions. "Software" means (a) all of the contents of the files (delivered electronically or on physical media), disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) SoftGenetics' or third party computer information, data, or software; (ii) related explanatory written materials or files ("Documentation"); and (iii) fonts and other output mechanisms; and (b) upgrades, modified versions, updates, additions, and future copies of the Software, if any, licensed to you by SoftGenetics (collectively, "Updates").
2. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software.
3. "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by SoftGenetics.
4. "Computer" means a virtual machine or a physical electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
5. "SoftGenetics" means SoftGenetics, LLC State College, PA 16803
6. Software License. As long as you comply with the terms of this End User License Agreement (the "Agreement") and pay all license fees for the Software, SoftGenetics grants to you a non-exclusive license to Use the Software for the purposes described in the Documentation. Some third-party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials.
 - 6.1. General Use. You may install and use a copy of the Software on your compatible computer. You may also use the Software on a computer file server provided concurrent use does not exceed the Permitted Number. No other network use is permitted, including but not limited to, using the Software either

- directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any user not licensed to use a copy of the Software through a valid license from SoftGenetics.
- 6.2. Distribution. This license does not give you the right to distribute or sublicense the Software to others. A separate agreement with SoftGenetics is required for any distribution or sublicensing of the Software.
 - 6.3. Backup Copy. You may make one backup copy of the Software, provided your backup copy is not installed or used on any Computer other than for archival purposes. You may not transfer the rights to a backup copy unless you transfer all rights in the Software to subsequent authorized user.
 - 6.4. Home Use. You, as the primary user of the computer on which the Software is installed, may also install the Software on one of your home computers. However, the Software may not be used on your home computer at the same time the Software is being used on any other computer.
 - 6.5. Not For Medical Diagnostic Use. Any violation of this restriction on use shall constitute a breach of this Agreement. User assumes all risk for use of the Software. User further acknowledges that User is responsible for validating the Software for use in User's intended applications. Due to the nature of computers, software, operating systems and installation procedures, SoftGenetics cannot accept any liability or responsibility for validation of the Software in any of User's applications.
7. Intellectual Property Rights. The Software and any copies that you are authorized by SoftGenetics to make are the intellectual property of and are owned by SoftGenetics and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of SoftGenetics and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in this Agreement ("Software License"). Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You also agree not to (a) modify, adapt, translate, or create derivative works based on the Software, or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software except to the extent that (i) you may be expressly permitted to decompile under applicable law, (ii) it is essential to do so in order to achieve operability of the Software with another software program, and (iii) you have first requested SoftGenetics to provide the information necessary to achieve such operability and SoftGenetics has not made such information available. SoftGenetics may impose reasonable conditions and request a reasonable fee before providing such information. Any information supplied by SoftGenetics or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to or performs the same function(s) as the Software. Requests for information should be directed to SoftGenetics.
 8. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. SoftGenetics and other owners of

any trademarks contained in the Software reserve all rights to limit and/or condition use of any of their trademarks.

9. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in the Software.

Indemnity. You agree to hold harmless, indemnify and defend SoftGenetics, its officers, directors, employees, agents, and affiliates from and against any claims, demands, losses, damages, fines and expenses (including attorney's fees and costs) arising out of your use of the Software, any instrument on which the Software is operating, and related Documentation. Without limiting the foregoing, you also agree to hold harmless, indemnify and defend SoftGenetics, its officers, directors, employees, agents, and affiliates from and against any matters relating to any claims that you have (i) viewed, downloaded, encoded, compressed, copied or transmitted any materials (other than materials provided by SoftGenetics) in connection with use of the Software or any instrument on which the Software is operating in violation of another party's rights or in violation of any law.

10. Transfer. You may not rent, lease, sublicense or transfer your rights in the Software, or authorize all or any portion of the Software to be copied onto another user's Computer except as may be expressly permitted herein. You may, however, transfer all your rights to Use the Software to another person or legal entity provided that: (a) you also transfer this Agreement, any instrument on which the Software operates, the Software and all other software or hardware bundled or pre-installed with the Software, including all copies, Updates and prior versions, and all copies of font or other output software converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a Computer; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a valid license to the Software. Notwithstanding the foregoing, you may not transfer education, pre-release, or not-for-resale copies of the Software.

11. Multiple Environment Software / Multiple Language Software / Dual Media Software / Multiple Copies/ Bundles / Updates. If the Software supports multiple platforms or languages, if you receive the Software on multiple media, if you otherwise receive multiple copies of the Software, or if you received the Software bundled with other software or with an instrument, the total number of your Computers on which all versions of the Software are installed may not exceed the Permitted Number. You may not rent, lease, sublicense, lend or transfer any versions or copies of such Software you do not Use. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to Use the Update. You may continue to use the previous version of the Software on your Computer after you receive the Update to assist you in the transition to the Update, provided that: the Update and the previous version are installed on the same Computer; the previous version or copies thereof are not transferred to another party or Computer unless all copies of the Update are also transferred to such party or Computer; and you acknowledge that any obligation SoftGenetics may have to support the previous version of the Software may be ended upon availability of the Update.

12. If the Software is used to connect with or download information from any other software program, system, or database, you agree that SoftGenetics does not control

the features, operations, or information practices of any third party websites, computer systems, or databases.

13. **LIMITED WARRANTY.** SoftGenetics warrants to the person or entity that purchases a license for the Software for use pursuant to the terms of this license that the Software will perform substantially in accordance with the Documentation for a period of thirty (30) days following receipt of the Software when used on the recommended hardware configuration. Any non-substantial variation of performance from the Documentation does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UPDATES, SOFTWARE CONVERTED INTO OTHER FORMATS, PRE-RELEASE (BETA), TRYOUT, PRODUCT SAMPLER, OR NOT-FOR-RESALE (NFR) COPIES OF THE SOFTWARE. To make a warranty claim, you must return the Software to the location where you obtained it along with proof of purchase within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of SoftGenetics and your exclusive remedy shall be limited to either, at SoftGenetics option: (1) the replacement of the Software, or (2) the refund of the license fee you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.
14. **DISCLAIMER.** THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR SOFTGENETICS'S OR ITS SUPPLIER'S BREACH OF WARRANTY. SOFTGENETICS AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE, MERCHANTABILITY OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, YOU ACKNOWLEDGE AND AGREE THAT SOFTGENETICS HAS MADE NO OTHER EXPRESS WARRANTIES TO YOU REGARDING THE SOFTWARE AND THAT THE SOFTWARE IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY OTHER KIND. SOFTGENETICS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, OR SATISFACTORY QUALITY. SOFTGENETICS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS. The provisions of this disclaimer shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to Use the Software after termination of this Agreement.
15. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SOFTGENETICS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SOFTGENETICS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOFTGENETICS'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE

LIMITED TO THE AMOUNT PAID FOR THIS LICENSE, IF ANY. SoftGenetics is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose.

16. **Export Rules.** You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran Iraq, Syria, Sudan, Libya, Cuba, North Korea, Serbia and Crimea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.
17. **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of Pennsylvania, United States of America.
18. **General Provisions.** This is the entire agreement between you and SoftGenetics regarding the license of the Software, and it supersedes any prior representations, discussions, undertakings, communications, or advertising related to the Software. This Agreement may only be modified by a writing executed by an authorized officer of SoftGenetics, except that Updates may be licensed to you by SoftGenetics with additional or different terms. SoftGenetics may assign this Agreement to an affiliate or any other third party at SoftGenetics's sole discretion.

September 2022