

Warranty and Software Subscription Agreement – ArtelWare

This Agreement sets forth the warranty terms and conditions for the purchase of the Artel MVS Multichannel Verification System/PCS Pipette Calibration System ("System"), and software subscription terms governing access to and use of the ArtelWare software ("Software"). Agreement to these terms and conditions is required for use of the Software. By executing an order form for the System, the purchaser is entering into a contract with Artel, Inc. ("Artel") for access to the System and the Software and agreeing on behalf of the company or other legal entity that has licensed the Software ("Customer"), to be bound by the following terms and conditions.

1. RETURN POLICY.

The MVS Multichannel Verification System or PCS Pipette Calibration System Equipment package (including Calibration Plate (if applicable), Calibration Kit (if applicable), and printed guides (if applicable)) may be returned for reimbursement within 30 days of receipt if dissatisfied, in any way, with the system's performance. Return shipment is at the Customer's expense, unless covered as part of a warranty claim. For any returns, follow the instructions in Section 3 below. Reimbursement is subject to Artel's receipt of the Equipment package in an undamaged condition and is subject to a 15% return fee. Please note that consumables, software, software add-ons, and services rendered are non-refundable.

2. EQUIPMENT WARRANTY.

All new equipment (meaning physical implements, such as the MVS plate reader, PCS instrument, Calibration Plate, and Calibration Kit, but excluding Software and reagents, included in the MVS Multichannel Verification System/PCS Pipette Calibration System, collectively, the "Equipment") is warranted to perform as described in its labeling and in the applicable User Guide, when used in accordance with its instructions, for a period of one year from the Date of Shipment. All certified pre-owned Equipment is warranted to perform as described in its labeling and in the applicable User Guide, when used in accordance with its instructions, for a period of six months from the Date of Shipment. The MVS plate reader lamp is expressly excluded from this warranty.

ARTEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Artel's sole obligation and Customer's exclusive remedy for breach of this warranty, at Artel's option, shall be to repair or replace the defective Equipment, provided Customer notifies Artel promptly, and in any event, within fifteen (15) days of the date the defect first arose.

This warranty is voided by misuse, alteration, repair or modification of the Equipment, or any component thereof, by any party other than Artel, except for maintenance procedures performed by Artel or Customer as shown in the instructions.

3. ADDITIONAL TERMS APPLICABLE TO EQUIPMENT WARRANTY.

3.1 Loaner Equipment (U.S.A. and Canada only): At request of Customer during the term of the warranty, a free-of-charge loaner for the covered component will be shipped for use (if available) while the covered component is under repair.

3.2 Return Shipment: To return Equipment to Artel for warranty repair, non-warranty repair or re-certification, contact the Artel Technical Services Department. A Service Order Number (SRO) or Return Merchandise Authorization (RMA) will be issued for all returns.

Phone: 207-854-0860

Toll Free: (U.S.) 888-406-3463

Email: support@artel-usa.com

Ship to: Artel
25 Bradley Drive
Westbrook, ME 04092-2013
U.S.A.

3.3 Shipping Packaging: To ensure protection of the Equipment during shipment, the original packaging should be used. Artel is not responsible for any damage to Equipment incurred during shipment to Artel. If original packaging is unavailable, please contact Artel for replacement packaging.

3.4 Shipping & Insurance Charges:

Inside the U.S.A., Canada and Mexico: While the Equipment is covered under warranty, Artel will pay shipping and insurance costs for Customer-owned and loaner Equipment. Shipping is at Artel's discretion. Unless by special arrangement with Artel, shipping charges via a Customer-specified service or carrier will be the responsibility of Customer. Canadian and Mexican Customers are responsible for all customs duties and taxes. Artel's shipping terms for any non-warranty return to Customers are FOB Destination, Freight Prepaid and Chargeback.

Outside the U.S.A., Canada and Mexico: While the Equipment is covered under any warranty program, the Customer will prepay shipping and insurance costs to and from Artel. Any out-of-warranty claims may also be repaired, but will result in repair, shipping and insurance charges to the Customer. All international Customers are responsible for all customs duties and taxes. Artel's shipping terms for any non-warranty return to Customers are INCOTERMS 2020, FCA, Westbrook, Maine, USA.

3.5 Repairs Not Under Warranty Coverage: If repairs which do not fall under warranty coverage are required, Artel will notify Customer of the cost of these, and secure a purchase order from Customer before proceeding. These repair requirements may be the result of transit damage or misuse and may require additional time.

3.6 Turnaround Time: Equipment will be returned to Customer as quickly as reasonably practical. Please contact Artel to discuss any specific requirements.

4. REAGENT WARRANTY.

Artel MVS Reagents are warranted to meet the specifications described on their labeling, when used in accordance with their instructions, for a period of twenty-four (24) months from the date of manufacture, provided they remain sealed until the date of use, and are stored as described in the associated product documentation.

Artel PCS Reagents are warranted to meet the specifications described on their labeling, when used in accordance with their instructions, for a period of twelve (12) months from the date of shipment, provided

they remain sealed until the date of use, and are stored as described in the associated product documentation.

ARTEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE REAGENTS, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is voided by tampering with the seal, misuse, alteration, or modification of the Reagents.

Artel's sole obligation and Customer's exclusive remedy for breach of this warranty, at Artel's option, shall be to replace the Reagent, provided Customer notifies Artel promptly.

5. SOFTWARE SUBSCRIPTION.

The Software is owned by Artel and is licensed to Customer for use according to the number of System components purchased. Each purchase of an MVS Calibration Plate Activation Code or a PCS Calibration Kit Activation Code entitles Customer to a subscription to the Software for the duration of the one-year expiration period of the MVS Calibration Plate or PCS Calibration Kit (the "Subscription Period"), or in special cases, conditions agreed to under a separate agreement may apply. Artel grants Customer a non-exclusive license to use the Software during the Subscription Period with the activated MVS Calibration Plate or PCS Calibration Kit, as applicable. In order to use the Software during the Subscription Period, Customer may be required to scan the bar code on the Calibration Plate or Calibration Kit periodically. Once the Subscription Period expires, access to certain functions of the Software will be disabled without an MVS Calibration Plate Recertification with new Activation Code, or new PCS Calibration Kit with new Activation Code.

The Software is copyright protected by Artel, Inc. with all rights reserved. No part of the Software may be copied, in whole or in part without written consent from Artel except to make a backup copy for normal use. Customer is allowed to install an unlimited number of Software Client Applications for each software instance (one instance per Calibration Plate or Calibration Kit) granted to Customer for the purposes of administration, configuration, data review, and maintenance.

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Artel warrants the Software against material defects in workmanship for a period of one (1) year from the Date of Shipment. In the event that the Software shall prove defective in workmanship, Customer's sole remedy shall be the replacement of the Software. THIS IS THE ONLY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, THAT IS MADE BY ARTEL ON THE SOFTWARE. The information furnished in the Software, the User Guide, or any other product documentation is believed to be accurate and reliable. However, Artel assumes no responsibility for its use.

During the Subscription Period, Artel shall provide to Customer updates, upgrades, new versions, bug-fixes or other modifications to the Software or the manual. Customer acknowledges and agrees that its purchase of the System and subscription to the Software are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public or private statements made by Artel regarding future functionality or features.

All Customer Data, whether or not processed through the Software, is and shall remain the property of Customer. Customer will retain access to Customer Data during and after the Subscription Period. Customer is solely responsible for backing up Customer Data. Artel makes no claims, warranties or representations with regard to any data processed by the Software or the results obtained. Customer agrees that the Software will not be used to store Protected Health Information (PHI), Payment Card Information (PCI), and that Personal Identifiable Information (PII) entered into the Software will be limited in scope to the details appropriate for the use of the Software and the System within its organization and the regulations to which Customer is subject. The Software can be used in configurations where no PII is required and maintaining the confidentiality, security, and appropriate scope of this data is solely the responsibility of Customer and its employees and agents. Customer agrees not to share any sensitive PII with Artel.

The Software Subscription includes maintenance of the Software, including updates, as described above, but does not include training, installation, validation, revalidation, data backup, data security, or maintenance of other equipment. Technical Support for the Software will be available through the Subscription Period as detailed in the Artel Software Support Lifecycle Policy (Artel document # 7A7288). The Software Subscription does not include access to Artel's APIs, SDKs, Schemas, add-ons, or other developer tools.

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Artel provides the Software for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a

need for rights not granted under these terms, it must negotiate with Artel to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

In the event that any provision of this Agreement is held invalid, the remaining terms and conditions of this agreement shall remain in full force and effect.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Maine, without regard to its internal conflict of laws principles. In connection with any dispute arising hereunder or litigation relating hereto, the parties hereby consent and subject themselves exclusively to, and agree to waive any objections to, the jurisdiction of the federal and state courts located in Portland, Maine.

This Warranty and Software Subscription Agreement constitutes the entire, final, complete and exclusive agreement between the parties regarding the subject matter hereof and supersede all previous agreements, intentions, or representations, oral or written, relating to the subject matter of this agreement. Any representation or warranty not expressly contained in this Agreement will not be enforceable. Artel reserves the right to modify the terms and conditions of this Warranty and Software Subscription Agreement, including related policies, from time to time, with notice to Customer or by posting the modified terms and policies to the Artel website. Artel may modify our policies to take effect during the then-current Subscription Period in order to respond to changes in our products, our business, or laws. In this case, unless required by law, Artel agrees not to make modifications to our policies that, considered as a whole, would substantially diminish our obligations during the current Subscription Period. Modifications to Artel policies will take effect automatically as of the effective date specified for the updated policies.

THIS AGREEMENT IS A LEGAL CONTRACT THAT WILL BIND THE CUSTOMER. BY EXECUTING AN ORDER FORM FOR THE SYSTEM, THE CUSTOMER IS AGREEING TO THE TERMS AND CONDITIONS SET FORTH HEREIN. CUSTOMER USERS SHALL NOT ACCESS THE SOFTWARE OR USE THE SYSTEM IF THE CUSTOMER HAS NOT AGREED TO ALL OF THE TERMS AND CONDITIONS.