

GENERAL TERMS AND CONDITIONS FOR TRAINING

NOTICE: Delivery by Training Provider of any Course or training program is expressly conditioned on Customer's consent to these Terms and Conditions. Any additional or different terms proposed by Customer are expressly objected to and will not be binding upon Training Provider unless specifically accepted to in writing by Training Provider's authorized representative.

1. Definitions

Unless otherwise defined in the Contract, the following terms shall have the following meanings throughout the Contract:

- 1.1 **"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with the ultimate parent company of such Party. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting rights, or the right to control the policy decisions of the respective entity.
- 1.2 **"Attendees"** means the persons nominated by Customer who will attend the Course.
- 1.3 **"Contract"** means the agreement between Training Provider and Customer for the supply of training. The Training Proposal, together with these Terms and Conditions and all other attached documents or documents incorporated by reference, constitute the entire terms of the Contract.
- 1.4 **"Course"** means any of the training(s) to be supplied by Training Provider to Customer under the Contract. Courses may be provided in a variety of formats, including, but not limited to, in-person trainings, remote streaming, digital self-paced learning, virtual reality training, and any combinations thereof.
- 1.5 **"Course Date"** means the date scheduled by Training Provider and accepted by Customer on which the Course shall begin; such date may be part of the Training Proposal or may be provided separately by Training Provider.
- 1.6 **"Course Price"** means the charges set out in the Training Proposal payable by Customer to Training Provider for the Course(s).
- 1.7 **"Customer"** means the entity to which Training Provider is providing the training under the Contract. If the Training Proposal is included in a quotation with other product and service offerings, Customer may also be referred to as **"Buyer"**.
- 1.8 **"Party"** means Customer or Training Provider. Customer and Training Provider may be referred to together as **"Parties."**
- 1.9 **"SARTORIUS"** means the business formed by all Affiliates of Sartorius AG, located at Otto-Brenner-Str. 20, 37079 Goettingen, Germany, as ultimate parent company, grouped under the trade name SARTORIUS.

- 1.10 **"Terms and Conditions"** means these terms and conditions, that form an integral part of the Contract.

- 1.11 **"Training Proposal"** means the formal offer issued by Training Provider to supply training to Customer, together with any attachments and any mutually agreed amendments or modifications thereto, to which these Terms and Conditions are attached. The Training Proposal may be set forth in a quotation issued by Training Provider and such quotation may include additional product and service offerings from Training Provider.

- 1.12 **"Training Provider"** means the entity which is part of SARTORIUS issuing the Training Proposal and its successors and permitted assigns. If the Training Proposal is included in a quotation with other product and service offerings, Training Provider may also be referred to as **"Seller"**.

2. Obligations of Training Provider

- 2.1 Training Provider agrees to supply the Courses to Customer in accordance with all material respects of the Contract. Unless otherwise provided for in the Contract, the obligations of Training Provider shall be limited to the delivery of the Course at the agreed training premises or through an online platform, as the case may be, and the delivery of the relevant training materials, if applicable. Training Provider may use its Affiliates to perform any of its obligations under the Contract. Furthermore, Training Provider shall be entitled to subcontract any its obligations under the Contract to any third party may choose in its absolute discretion. The foregoing shall not relieve the Training Provider of its obligations.
- 2.2 The Contract shall be formed upon Training Provider's issuance of an order confirmation. The Contract comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any terms and conditions of Customer set forth in or attached to Customer's purchase order or other similar document shall be without force and effect and are hereby expressly rejected.
- 2.3 Unless otherwise agreed in writing, no Course or attendance thereto shall constitute the granting by Training Provider, or by any of its Affiliates, of any certification, authorization, or qualification to operate, modify, manage, install, commission, or maintain any

equipment, systems, or processes, or to deliver any course or training in such respect.

3. Confirmation of Course Attendance

- 3.1 Except with respect to pre-recorded online Courses, Customer shall confirm in writing its participation in any Course. The confirmation shall refer to, or include as an attachment, the Contract, and the Customer's confirmation shall be received by Training Provider at least thirty (30) days prior to the relevant Course Date. Upon receipt of the foregoing confirmation, Training Provider will proceed with the organization of the Course and, if not yet agreed by the Parties, notify Customer of the Course Date with reasonable advance.
- 3.2 The number of Attendees for a Course shall be in accordance with the Contract. With respect to in-person training at Customer's facility, in its confirmation, Customer shall indicate the number of Attendees (subject to any limits thereto in the Contract). Customer may request, in writing, to substitute an Attendee or increase the number of Attendees in an ordered Course, provided that the relevant request is received at least thirty (30) days prior to the Course Date. Notwithstanding the foregoing, for pre-recorded online Courses, substitution of an Attendee may only occur if the Course has not yet been started by Customer. Training Provider reserves the right to (i) refuse all or part of the increase for reasonable practical reasons; and /or (ii) increase the Course Price.
- 3.3 Furthermore, in its confirmation, Customer shall notify Training Provider of any reasonable special requests relating to any of the Attendees. Training Provider will use reasonable efforts to accommodate such special requests if it is considered reasonable and practical to do so.
- 3.4 Certain Courses may be available to Customer for a specified period of time, such period commencing on the Course Date and ending in accordance with the term set forth in the Training Proposal. Upon the end of the accessibility time period, Customer's access to the Course shall cease. Training Provider shall have no liability to Customer for remotely removing Customer's access to the Course.

4. Course Attendance

- 4.1 Courses are intended for, and participation is restricted exclusively to, employees of Customer. Customer may request that attendance to a Course be allowed also to contractors or suppliers of Customer, but Training Provider reserves the right to accept or reject such request in its sole discretion. Any request for the inclusion of such type of Attendees must be in writing providing sufficient details, and received by Training Provider at least thirty (30) days prior to the Course Date. Customer represents and warrants that none of the Attendees is or will be as of the Course Date, currently or (to the best of Customer's knowledge) prospectively, a

director, officer, employee, agent or adviser of a competitor of SARTORIUS.

4.2 Attendees are required to:

- 4.2.1 Use the materials and equipment made available for the Course with the utmost care and diligence;
- 4.2.2 Comply with the rules of conduct on the training premises, in particular with health, safety and accident prevention regulations, and follow any reasonable instructions of the instructor;

5. Refrain from making video, screen and/or audio recordings and from taking pictures during a Course without the prior written consent of Training Provider.

- 5.1 Training Provider reserves the right to refuse to provide training to any Attendee and to request that an Attendee be removed from the training facilities or online platform, as the case may be, at any time if in the opinion of Training Provider, the Attendee is (i) unfit or unsuitable for any reason to attend or complete the Course, or (ii) the behavior of the Attendee is in any way dangerous, offensive, or would otherwise impede the proper course of the Course.
- 5.2 Customer shall be solely responsible for ensuring, through selection or otherwise, that each Attendee has the technical and language level necessary to follow the relevant Course in the language in which it is dispensed.
- 5.3 Failure by an Attendee to attend a Course as per the Contract or relevant confirmation, for any reason whatsoever, shall not entitle Customer to any Course Price reduction or any right to demand that the Course be dispensed anew for the benefit of the absent Attendee(s).

6. Cancellation of a Course

- 6.1 Except with respect to pre-recorded online Courses, Customer may cancel a confirmed or agreed Course at any time by providing written notice to Training Provider of same. For any cancellation notices received by Training Provider ten (10) days prior to the Course Date, Customer shall pay a cancellation charge equal to one-hundred percent (100%) of the Course Price. Pre-recorded online Courses are non-cancellable.
- 6.2 If Customer cancels a Course, Training Provider reserves all rights to recover from Customer any other costs incurred as a result of such cancellation, including, but not limited to, cancellation costs for travel arrangements already booked to the Customer's premises or to other any agreed upon location.
- 6.3 Except as otherwise set forth in the Training Proposal, if the Customer fails to request the setting of the Course Date for one or more Courses included in the Contract within one (1) year of the acceptance of the Training Proposal, such Course(s) shall be deemed cancelled by Customer and Clauses 5.1 and 5.2 above will apply.

6.4 Training Provider reserves the right to cancel a Course or reschedule a Course Date at any time and for any reasons. Training Provider shall endeavor to inform Customer as soon as possible of the cancellation or rescheduling, and in case of rescheduling, to offer a new Course Date reasonably convenient for Customer. In case of cancellation, Training Provider shall refund the Course Price to Customer without undue delay. Such refund will be the only remedy available to Customer in case of cancellation by Training Provider.

7. Changes to the Courses

7.1 Training Provider reserves the right to make any changes to a Course, including, but not limited to, changing a Course's contents, relocating the site of Course, or changing the instructor(s). Training Provider may further develop or update the content of the Courses without prior announcement.

7.2 Customer may request reasonable changes to a Course and Training Provider may, in its sole discretion, shall use reasonable efforts to accommodate such change. Accommodation of such changes may result in the date, time, cost, and contents of the Course. Notwithstanding the foregoing, Customer may not request changes to any pre-recorded online Courses.

8. Training materials

8.1 Training Provider shall provide each Attendee with a set of training materials in the language specified in the Training Proposal or, if unavailable, in the English language.

8.2 Customer acknowledges that the training materials provided by Training Provider are protected under copyright law and may not be disclosed to individuals other than the Attendees or used for any purposes other than for the training purposes agreed to under the terms of Contract. Under no circumstances may the whole or any part of the training materials be produced, copied, or distributed in any form or translated into another language without the prior written consent of Training Provider.

8.3 Customer acknowledges and agrees that the training materials provided by Training Provider (i) are for educational and informational purposes only; (ii) do not constitute any user's, operating, or maintenance manual for any equipment, system or process; and (iii) do not constitute advice or consultation. Training Provider has no obligation to provide to Customer and/or to Attendees any update to the training materials after the related Course has been given.

9. Logistics and Use of Online Platforms

9.1 The following terms shall apply if the Courses are held on Training Provider's premises:

9.1.1 No logistic services will be provided to the Attendees other than those expressly set forth in the Contract, if any;

9.1.2 Customer shall be responsible for making all travel arrangements and for bearing the full costs of all travel, accommodation, meal, and other expenses incurred by the Attendees in relation to the Course. Training Provider shall not be responsible for any of such non-refundable expenses in case of cancellation or rescheduling of the Course.

9.2 The following terms shall apply if the Courses are held on Customer's premises:

9.2.1 Customer shall provide adequate training room(s), facilities, and other necessary resources to supporting training, as may be requested by Training Provider

9.2.2 Customer shall provide Training Provider and its subcontractors, consultants, and employees, in a timely manner, with access to the training facilities;

9.2.3 Customer shall provide local co-ordination through a representative who shall be the official interface between the instructor and the Attendees;

9.2.4 Training Provider will make all travel arrangements for its subcontractors, consultants, and employees and Customer shall reimburse Training Provider for all reasonable travel expenses.

9.3 The following terms shall apply, if the Courses will be held on or distributed through an online platform, irrespective if the Course is a virtual reality experience, a self-paced, or a collaborative online course:

10. Customer acknowledges and agrees to be subject to and bound by the terms of Platform Usage Terms & Conditions as set forth in Schedule 1 of these Terms and Conditions ("**Platform Terms**"). The Platform Terms are hereby incorporated into and form an integral part of this Contract. In case of any inconsistencies between these Terms and Conditions and the Platform Terms, these Terms and Conditions shall take precedence.

10.1.1 Customer acknowledges and agrees that Training Provider may disclose this Contract to any third-party platform provider used to deliver a Course for monitoring and auditing purposes only.

10.1.2 Except as otherwise expressly stated in the Contract, Training Provider shall not be obligated to provide any technical support with respect to any online courses.

11. Prices, Payments and Taxes

11.1 Except as otherwise provided in the Contract, Customer shall pay Training Provider all invoiced amounts in the currency set forth in the invoice and without any set-off whatsoever (including, without limitation, setoff under other contracts with Training Provider or its Affiliates).

Training Provider may invoice Customer for the Course and travel costs (if any) at any time and in any event after completion of the Course at the latest. Customer shall pay Training Provider all invoiced amounts within thirty (30) days of the date of the invoice.

11.2 All Course Prices are exclusive of Value Added Tax (or equivalent sales tax) sales, withholding or other tax (other than income tax to which Training Provider may be subject), which shall be payable in addition by the Customer. If any amount due under the Contract is subject to such Value Added Tax, sales, withholding or any other tax which has the effect of reducing the amount of money which Training Provider would have been entitled to receive or retain from the Customer under the Contract but for such tax, the Customer will, at Training Provider's request, pay to Training Provider such additional sum at the rate for the time being prescribed by law for that tax. Customers within the EU shall be obligated to indicate their Value Added Tax identification number. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Training Provider, Training Provider shall be entitled to: (i) cancel the Contract or suspend any further performance to the Customer; and (ii) charge the Customer interest (both before and after any judgement) on the amount unpaid, at highest rates allowed by the law governing this Contract, until payment in full is made. Interest will accrue on a daily basis and apply from the due date for payment until actual payment is made in full, whether before or after judgement.

11.3 All payments shall be paid in full and cleared funds without any deduction or set-off or counter claim in accordance with the payment terms on the Training Proposal.

11.4 Training Provider may require from the Customer that the latter provide as security for payment, two (2) weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee. The assertion of any rights of retention or offsetting any Customer counterclaims that are not acknowledged by Sartorius, have not been established by final court decision and are not yet ready for a decision in a legal dispute shall not be permitted.

12. Confidentiality

12.1 Customer shall keep confidential and shall not disclose without the prior consent in writing of Training Provider, any technical or commercial information which it has acquired during the Course or as a result of discussions, negotiations, or other communications with Training Provider relating to the Contract.

12.2 Customer shall not hold itself out or permit any person to hold it out as being authorized by Training Provider or any of its Affiliates to provide any kind of services, including services related to the subject matter of the Course, and shall not do any act which might reasonably create the impression that it is so authorized.

13. Warranties and Liability

13.1 Training Provider will conduct the Course in accordance with the description made in the Training Proposal and will use reasonable efforts to ensure that any Course provided is dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

13.2 The total liability of Training Provider, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to the Contract, or its performance or breach, shall not exceed the Course Price paid for the Course in respect of which the claim is made.

13.3 In no event shall Training Provider or its Affiliates or subcontractors be liable for any loss of profits or goodwill or for any special, indirect, consequential, punitive, or exemplary damages arising out of or related to this Contract. This article shall prevail over any conflicting or inconsistent terms in the Contract, unless those terms further restrict Training Provider's liability.

13.4 ALL CONDITIONS AND WARRANTIES NOT EXPRESSLY SET FORTH IN THE CONTRACT, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. In particular, but without limiting the generality of the foregoing, Training Provider shall not be liable for any practical use made by the Attendees, Customer, or any agent or employee of Customer of the information contained in the Courses or any related training material.

13.5 Customer shall indemnify Training Provider against all liabilities, costs, expenses, damages, and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Training Provider arising out of or in connection with:

13.5.1 Any breach by Customer or its employees, agents, or subcontractors or any of the Attendees of any provisions of the Contract;

13.5.2 any negligence or other tortious conduct of Customer or its employees, agents, or subcontractors or any of the Attendees; and

13.5.3 any claim made against Training Provider by a third party for death, personal injury, or damage to property which is attributable to the acts or omissions of Customer or its employees, agents, or subcontractors or any of the Attendees.

14. Force Majeure

14.1 Training Provider shall not be liable or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) war, threat of war, revolution, terrorism, riot or civil commotion, strikes, lockout or other industrial action, blockage or embargo, acts of, or restrictions imposed by Government or public authority (including but not limited to shelter-in-place orders), failure of supply of water, power, fuels, transport, equipment or other deliverables or services, explosion, fire, radiation, flood, natural disaster or adverse weather conditions, pandemic, epidemic, Acts of God, Denial-of-Service (DoS), Distributed Denial-of-Service (DDoS) or cyber-attacks, delays in transportation, or car shortages; or (ii) acts (or omissions) of Customer or Customer's suppliers or agents. Training Provider shall notify Customer in the event of any such delay. The Course Date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Training Provider shall notify Customer, as soon as practicable, of the revised Course Date.

15. Governing Law and Dispute Resolution

15.1 This Contract shall be governed by, and construed and enforced in accordance with, the laws of the (i) country in which Training Provider is located, (ii) laws of the State of New York, if Training Provider is located in the United States and its territories or in Canada, or (iii) the Swiss Confederation, if Training Provider is located in the Federal Republic of Germany, and, in any case, without regard to conflicts of laws principles that would require the application of the law of another jurisdiction. Any action or proceeding brought under this Contract shall be brought and maintained in,

- 15.1.1 if Training Provider is located in the European Union (excluding Germany) or the United Kingdom, the local courts of the registered office of Training Provider;
- 15.1.2 if Training Provider is located in the United States and its territories or in Canada, the federal or state courts in Suffolk County, New York;
- 15.1.3 if Training Provider is located in China, in accordance with the arbitration rules in effect at the time of applying for arbitration with the China International Economic and Trade Arbitration Commission. The place of arbitration shall be Beijing and the arbitral proceedings are to be held in the binding language of this Contract;
- 15.1.4 if Training Provider is located in Germany, in accordance with the ICC Rules of Arbitration without recourse to the ordinary courts of law (except as regards to interlocutory relief). The place of arbitration is Zurich, Switzerland. The

arbitral proceedings are to be held in the English language, unless otherwise agreed between the Parties; or

- 15.1.5 if Training Provider is located anywhere else in the world, in accordance with the ICC Rules of Arbitration without recourse to the ordinary courts of law (except as regards to interlocutory relief). The place of arbitration is the place of the registered office of Training Provider. The arbitral proceedings are to be held in the English language.

15.2 The Parties hereto consent to the exclusive jurisdiction of such courts and arbitral bodies, as applicable. Furthermore, Training Provider shall be entitled at its discretion to assert its own claims at Customer's place of jurisdiction. After a lawsuit has been filed, Customer shall be limited, on the basis of its own rights and claims, to bring a counterclaim before the particular court before which the original action has been brought or to offset its own claim against the claim lodged in said action before the court.

16. Termination

16.1 This Contract may be terminated immediately by Training Provider serving notice in writing to Customer if Customer: (i) commits a material breach of this Contract and such breach, if remediable, is not remedied within twenty (20) days of receiving written notice to do so; or (ii) becomes insolvent or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, or is otherwise unable to pay its debts as they generally become due; or (iii) becomes subject to property attachment, court injunction or court order which has a material adverse effect on its operations; or (iv) makes an assignment for the benefit of its creditors otherwise than pursuant to the provision of finance or credit in the ordinary course conduct of its ongoing business or is petitioned into bankruptcy; or (v) conducts a material change in its management or control.

16.2 Without prejudice to any other right or remedy available to Training Provider, in the event of termination of the Contract as a result of Section 14.1, Training Provider may cancel or remove access to any Courses under this Contract without any liability to the Customer and, to the extent not already paid, the Course Prices shall become immediately due and payable by Customer to Training Provider.

17. General Provision

17.1 Training Provider does not accept terms and conditions of the Customer or any other terms which deviate from these Terms and Conditions. Any deviating terms and conditions not approved in writing by Training Provider shall not apply, regardless of whether or not Training Provider expressly objects to them in a particular case.

17.2 Customer may not assign, delegate or otherwise transfer this Contract, in whole or in part, or any of its rights or obligations hereunder, either directly or indirectly,

whether by merger, consolidation or change of ownership or control of Customer if Customer is a corporation or other business entity, or of any transfer of all or a substantial part of Customer's assets, without the prior written consent of Training Provider, which consent shall not be unreasonably withheld. Any such purported assignment, delegation, or transfer in violation of the foregoing shall be null and void. Training Provider may assign, delegate, or transfer some or all of its rights and obligations under this Contract, including to an Affiliate, without the consent of Customer. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective permissible successors, assigns and legal representatives.

- 17.3 The Contract represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either Party unless assented to in writing by the Parties' authorized representatives. Any oral or written representation, warranty, course of dealing or trade usage not contained or reference herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in the Contract.
- 17.4 If individual provisions of this Contract are or become fully or partially ineffective, the remaining provisions of the Contract shall not be affected thereby. This also applies if an unintended omission is found in the Contract. A fully or partially ineffective provision shall be replaced or an unintended omission in the Contract shall be filled by an appropriate provision which, as far as is legally possible, most closely approximates to the original intention of the Parties or to what they would have intended according to the meaning and purpose of these Terms and Conditions had they been aware of the ineffectiveness or omission of the provision(s) in question.
- 17.5 The rights and obligations of the Parties under this Agreement that by their nature would continue beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.

Schedule 1

Platform Usage Terms & Conditions

These Platform Usage Terms and Conditions (the “**Platform Terms**”) govern the rights and obligations concerning the temporary provision of standard software and platform services by Training Provider via SARTORIUS’s third-party provider’s (“**Platform Provider**”) platform (the “**Services**”) to Training Provider’s Customers and apply in addition to the GENERAL TERMS AND CONDITIONS FOR TRAINING (the “**Terms and Conditions**”). For the avoidance of doubt, all defined terms used and not otherwise defined in these Platform Terms shall have the same meaning ascribed to such terms in the Terms and Conditions.

1. General

- 1.1 The Services and these Platform Terms are binding upon the Customer and its end users that use the Services in the course of their commercial or independent professional activities (entrepreneurs).

2. Subject Matter

- 2.1 Services pursuant to these Platform Terms will be provided to Customer for (i) demonstrational purposes, i.e. to demonstrate to the Customer the functionalities of Training Provider’s professional services to be provided under a separate agreement should the Customer choose to become a customer of Training Provider or its Affiliates, or (ii) training purposes of Customer and its Attendees.
- 2.2 For the purposes described in Section 2.1 and subject to the technical availability of the platform, Customer is granted access to Platform Provider’s platform. In order to grant such access and provide the Services, Training Provider shall provide certain personal information of Customer and/or its Attendees to Platform Provider and Customer hereby acknowledges and consents to its personal data being so processed by Training Provider and share with such Platform Provider. Customer will be provided with access information and further details and Customer’s administrator account may invite additional guests to use the Services in accordance with the number of Attendees agreed upon in the Training Proposal. For the avoidance of doubt, Customer’s administrator is considered one of the Attendees. Each Attendee may use pre-installed standard environments (i.e., symposium, standard meeting room, CAD review room, different user environments). The Customer will be provided with a link to a downloadable desktop client. Upon download and installation of such desktop client, access will be provided to the Services; simultaneously, content is saved on the Attendee’s computer to render the content of the Services.
- 2.3 Customer and its Attendees will be provided with log-in credentials to be used by Customer when logging onto the relevant platform(s).

- 2.4 Training Provider will host the online component of the Services on servers operated by its Platform Provider.

3. Specific Guest User Duties

- 3.1 Customer shall perform its obligations set forth in these Platform Terms and cooperate with Training Provider as may reasonably be expected for the proper performance of the Services. Customer acknowledges that Training Provider’s Service performance may depend on Customer’s timely and proper performance of its obligations. In particular, Customer shall make available to Sartorius, in a reasonable format and in a timely manner, the data and information that are necessary for rendering the agreed Services. If Customer fails to cooperate and perform its obligations in accordance with these Platform Terms, Sartorius shall not be responsible for any consequences caused by such failure.
- 3.2 Customer shall (i) comply, and shall ensure that any Attendees comply, with these Platform Terms, (ii) be solely responsible for the accuracy, quality, integrity, and legality of Customer data and of the means by which it acquired Customer data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Training Provider promptly of any such unauthorized access or use, (iv) use the Services only in accordance with applicable laws and government regulations, (v) not interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, and (vi) not attempt to gain unauthorized access to any software or their related systems or networks.
- 3.3 Access to the Services for VR Training is limited to the number of Attendees agreed to in the Training Proposal. Furthermore, the number of work stations on which the Services may be downloaded is limited to correspond to the number of Attendees agreed to in the Training Proposal.
- 3.4 Before using Sartorius VR Trainings, the Customer shall be solely responsible for ensuring that the environment in which the training is taking place and their surroundings are suitable for such training, including, but not limited to ensuring there is enough space around them and that there are no other persons near them, who they could injure and /or no objects around the Customer that can be damaged and/or could injure the Customer. Sartorius shall not be liable for any direct or indirect damages sustained by the Customer and/or any third party and/or resulting from the loss, destruction or damage of objects or third parties near the Customer during such VR Training.

4. Hardware, System, and Other IT Security Requirements

4.1 Where necessary, Training Provider will provide Customer with information on the hardware, system, and other IT security requirements Customer will need to have and/or ensure in order to be able to experience the Services. Customer is solely responsible for obtaining all such hardware, system, and other IT security requirements and Training Provider is under no obligation to provide any such hardware, system, or other IT security requirements to Customer.

4.2 Training Provider assumes no warranties or guaranties and shall not be liable for any consequences to the extent they are caused by a failure of the Customer to use the Services in accordance with any such defined requirements.

5. No Modifications

5.1 Customer agrees not to create any modifications of any software components provided by Training Provider or its Platform Provider (including, but not limited to, intellectual property rights, documentation etc.) or include any code therein which would: (i) damage, disable, prevent the use of or access to the Services, or (ii) prevent, interrupt, adversely affect or interfere with the installation or operation of existing features or functions of the Services.

5.2 Customer agrees not to reverse engineer or decompile any of the Services that is not in source code format, except as and only to the extent expressly permitted to do so by applicable law for the purposes of interoperability, error correction, and security testing. If Customer has such statutory rights, Customer will notify Training Provider in writing of any intended reverse engineering or reverse compilation. Although Training Provider is not obligated to do so, in the event Training Provider provides any error corrections or updates to the Services, Customer agrees to incorporate such error corrections or updates into the Services. Customer's failure to do so may result in the Services not operating correctly and Training Provider shall have no liability with respect to same.

6. Acceptable Use

6.1 Customer acknowledges and agrees that Training Provider is not obliged to monitor or control the content of communications or data of Customer or its Attendees uploaded in or transmitted through the Services and that Training Provider shall not be responsible for the content of any such communications or transmissions. Customer shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws. Customer agrees not to load into the Services any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, (ii) contains malicious code, (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity, or (iv) otherwise violates any applicable laws (including, without limitation, the laws and regulations governing unfair competition). Training Provider

reserves the right to delete, move or edit any Customer data that it may determine, in its reasonable discretion, violates these Platform Terms and/or applicable laws. Furthermore, individual accounts may be suspended, access rights withdrawn, or rooms closed.

7. Monitoring

7.1 Subject to applicable laws, Training Provider (itself or via its Affiliates, Platform Provider, or respective subcontractors) reserves the right to monitor the Customer's compliance with these Platform Terms. This may include, without limitation, license management measures which control whether the Services are accessed by Attendees only.

8. Intellectual Property Rights

8.1 Subject to the limited rights expressly granted in these Platform Terms, Training Provider and/or its Platform Provider reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

8.2 All intellectual property rights of Customer shall remain with Customer or the respective rights holder. However, Customer hereby grants Training Provider and its Affiliates a license to use any intellectual property rights of the Customer and/or to allow them to be used by Training Provider or its Affiliates, Platform Provider, and/or its respective subcontractors for the term of these Platform Terms to the extent that this is necessary to provide the Services to Customer.

8.3 Customer shall not (i) permit any third party, *i.e.*, any party other than Customer and its Attendees (each a "Third Party"), to access the Services except as permitted in these Platform Terms, (ii) create derivative works based on the Services, (iii) reverse engineer the Software, unless this is permitted by mandatory applicable laws, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services. Furthermore, Customer may not sell, loan, rent, or sub-license in any way, publicly disclose or make available in any way, the Services or parts thereof, *e.g.*, via "Application Software Providing (ASP)" or "Software as a Service (Saas)" to Third Parties.

8.4 Customer guarantees that Customer has all intellectual property rights in and to any Customer data necessary for Sartorius to provide the Services.

8.5 Sartorius grants the Customer a non-exclusive, non-transferrable, non-sub-licensable right to use the Services as part of an application for the duration of the term of these Platform Terms and for demonstration and/or training purposes only. Such use includes the installation and loading, display and running of the installed local components of the Services on end devices (hardware) of Customer.

- 8.6 If Customer breaches any of its undertakings set forth in this Section 7.1, the usage rights granted under this Section shall cease with immediate effect. In such case, the Customer must discontinue use of the Services immediately and completely, delete all copies of the local components of the Services installed on its systems, and return any backup copies to Training Provider or destroy them according to Training Provider's choice.

9. Warranties

- 9.1 Sartorius will provide the Services "AS IS".
- 9.2 In case of a material defect, Sartorius may, in its sole discretion, remedy the material defect either by repair or replacement.
- 9.3 If the Services become, or in Training Provider's opinion are likely to become, the subject of an infringement claim, Training Provider may immediately suspend the provision of Services and terminate these Platform Terms with immediate effect.
- 9.4 Warranty obligations of Training Provider shall not apply to the extent that a claim is based on (i) use of, or access to, the Services by any person or entity other than Attendees, (ii) use of the Services after Training Provider notifies Customer to discontinue its use due to an Infringement Claim (as defined below), (iii) faulty or abnormal usage, overuse, improper production facilities or an inappropriate installation site, (iv) any alteration of the Services by or on behalf of Customer, (v) incompatibility of the Services with the IT environment used by Customer, and/or (vi) Customer's use of the Services together with software supplied by Third Parties, unless this is permitted by Training Provider in writing.
- 9.5 Customer acknowledges that Training Provider does not control the transfer of data over telecommunications facilities, including the Internet. Training Provider does not warrant secure operation of the Services or that it will be able to prevent third-party disruptions of the Services. Customer acknowledges further that the Services may be subject to limitations, delays, and other issues inherent in the use of the internet and electronic communications outside of Training Provider's or Platform Provider's reasonable control. Training Provider is not responsible for any delays, delivery failures, or other damage resulting from such issues.
- 9.6 EXCEPT AS EXPRESSLY PROVIDED HEREIN, TRAINING PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TRAINING PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. Data Protection

- 10.1 Your information according to Art. 13 DSGVO for the processing of your data can be found under Section 3 of the following link: [Data Protection \(sartorius.com\)](https://www.sartorius.com/DataProtection).

11. General

- 11.1 Except as expressly modified or supplemented by these Platform Terms, all other terms and conditions of the Contract shall continue to govern Customer's use of the Services.