

DIGITAL PLATFORMS TERMS OF USE

BY CLICKING THE "ACCEPT" BUTTON AND/OR ACCESSING AND USING OR CONTINUING TO USE THE DIGITAL PLATFORMS (AS THE CASE MAY BE) YOU, THE "USER", AGREE TO BE SUBJECT TO AND BOUND BY THE TERMS OF THIS AGREEMENT BETWEEN YOU AND SARTORIUS CORPORATE ADMINISTRATION GMBH (SARTORIUS). IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY CEASE ACCESSING OR USING THE DIGITAL PLATFORMS OR ANY MATERIAL, AND MUST NOT CREATE A SARTORIUS ID. THESE TERMS OF USE ARE SUBJECT TO CHANGE. YOU ARE THEREFORE ADVISED TO READ THESE TERMS OF USE REGULARLY. YOUR CONTINUED ACCESS AND USE OF THIS DIGITAL PLATFORMS AFTER CHANGES TO THE PROVISIONS ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH PROVISIONS AS AMENDED.

1. DEFINITIONS

Whenever used in this Agreement the following terms shall have the following meaning:

- 1.1. **"Agreement"** means these Digital Platforms Terms of Use, applicable between Sartorius and User.
- 1.2. **"Affiliate"** means any individual or entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with such party to this Agreement. 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. User's Affiliates are considered third parties under this Agreement.
- 1.3. **"DAM Media Center"** means Sartorius' Digital Asset Management system (available at <https://dam-system.sartorius.com>, <https://media.dam.sartorius.com/login>, or a successor URL) including all subpages, all versions, and updates of each of the foregoing that Sartorius makes available to User from time to time.
- 1.4. **"Digital Platforms"** means collectively the Website, Portal, DAM Media Center, and E-shop.
- 1.5. **"Effective Date"** means the earlier of (i) the date when User first accessed or used the Digital Platforms, or (ii) the date when User has accepted this Agreement, whether by express agreement or implied by User's conduct.
- 1.6. **"E-shop"** means Sartorius' online shop (available at shop.sartorius.com, or a successor URL) including all subpages, all versions, and updates of each of the foregoing that Sartorius makes available to User from time to time.
- 1.7. **"Individual User"** the individual natural person using or accessing the Digital Platforms, including where such individual natural person is using or accessing the Digital Platforms by automated means such as by operating a web crawler.

- 1.8. **“Material”** means, without any limitations, any content included in or made available through the Digital Platforms such as information, text, graphic, images, documents, files, software or other data.
- 1.9. **“Portal”** means Sartorius’ web-based customer portal (available at my.sartorius.com, or a successor URL) including all subpages, all versions, and updates of each of the foregoing that Sartorius makes available to User from time to time.
- 1.10. **“Principal User”** means any corporation, company, partnership, trust, governmental entity, or other natural or legal person that the Individual User represents, or acts on behalf of when using or accessing the Digital Platforms according to this Agreement.
- 1.11. **“Sartorius”** means Sartorius Corporate Administration GmbH, a company duly incorporated and organized under the laws of Germany and having its principal office at Otto-Brenner-Strasse 20, 37079 Goettingen, Germany.
- 1.12. **“Sartorius ID”** means the user account issued by Sartorius that permits User to sign in to the Digital Platforms and access certain Services, and Materials and make purchases through the E-shop.
- 1.13. **“Services”** mean Sartorius’s offering of digital services through the Digital Platforms, including but not limited for the use, distribution, presentation, downloading or uploading of Materials through or in the Digital Platforms, the transmission of Users’ orders, requests and communications through the E-shop, the processing of transactions in connection with the E-shop, and the storage and processing of Users’ information in conjunction with User’s Sartorius ID account.
- 1.14. **“User”** means jointly and severally, the Individual User and any Principal User(s).
- 1.15. **“Website”** means Sartorius’ publicly available website (available at www.sartorius.com, or a successor URL) including all subpages, all versions, and updates of each of the foregoing that Sartorius makes available to User from time to time.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1. By accessing the Digital Platforms, the Individual User agrees to and accepts the terms as set forth in this Agreement on behalf of him/herself and the Principal User(s). Individual User represents and warrants that he/she is duly authorized to legally bind and act on behalf of the Principal User when using, accessing, or conducting transactions through the Digital Platforms. The Principal User includes the entity associated with the company information (company name, address, registration number, tax identification number, etc.) that the Individual User provides when signing up for a Sartorius ID. If the Principal User cannot be identified by the information provided by the Individual User, or the Individual User has not registered for a Sartorius ID, the Principal User will include the Individual User’s employer, principal, client or other person or entity for whom the Individual User is acting when using the Digital Platforms.

2.2. Third Party Material and Services. Some Material or Services offered or available through the Portal may be wholly or partially provided by a third party or an Affiliate of Sartorius. Such Material or Services may require a separate agreement between User and the provider(s) such as additional software license terms or an end user license agreement. Sartorius refuses any responsibility for, and User waives any claim against Sartorius arising from the availability, functionality, content, terms of use and/or data processing of, or related to Material or Services from third-party providers.

2.3. Products or Services Not Governed by This Agreement. This Agreement applies exclusively to the Digital Platforms, including any Services or Materials provided or accessible in connection with the Digital Platform. For the avoidance of doubt, this Agreement does not govern:

2.3.1. User's use of or access to Sartorius or its Affiliate's suite of online data analytics software, Umetrics® Studio (available at <https://umetrics.studio>). If User uses or accesses Umetrics® Studio, the Umetrics® Studio End User License Agreement (available at: https://docs.umetrics.studio/hosted-cloud/assets/Umetrics_Studio_EULA_Private_and_Hosted_Cloud_Agmt.pdf) will apply.

2.3.2. User's use of, or access to, any material, product, or service available at links appearing within the Digital Platforms but directing to sites outside of the Digital Platforms.

3. PERMISSION TO USE AND ACCESS THE DIGITAL PLATFORMS

3.1. Subject to User's agreement to, and compliance with the terms and limitations in this Agreement, Sartorius, or its content licensors, hereby grants to User a revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Website, and those portions of the E-shop accessible without logging in with a Sartorius ID.

3.2. If User has registered and received a Sartorius ID, Subject to the terms and limitations in this Agreement, Sartorius hereby grants to User a revocable, non-exclusive, non-transferable, non-sublicensable right to access and use those portions of the Portal, DAM Media Center, and E-shop accessible to User while logged in with User's Sartorius ID.

3.3. Sartorius may revoke User's right to access and use the Digital Platforms, or any portion thereof, at any time, for any reason, with or without notice to User, in Sartorius' sole discretion. Sartorius may deactivate User's Sartorius ID, block User's IP address from accessing the Digital Platforms, or any other method of refusing User access to the Digital Platforms, which shall constitute Sartorius' revocation of User's right to use and access the Digital Platforms, or any portion thereof.

4. COOKIES AND PRIVACY

4.1. Cookies. By accessing the Digital Platforms, User agrees to Sartorius' Cookie Policy (available at: <https://www.sartorius.com/en/cookie-notice>) which governs Sartorius' use of cookies and other tracking software on the Digital Platforms. Sartorius may update or amend its Cookie Policy at any time. Such updates or amendments will become effective

upon being made available on the Digital Platforms, or as provided by applicable law. User is directed to check the Cookie Policy frequently for updates or amendments.

4.2. Website Privacy Notice. Sartorius collects, uses, shares, and stores information obtained by Sartorius through User's access and use of the Website, including User's personal information, in accordance with its Website Privacy Notice (available at: <https://www.sartorius.com/en/privacy-notices>). Sartorius may update or amend its Website Privacy Notice at any time. Such updates or amendments will become effective upon being made available on the Website, or as provided by applicable law. User is directed to check the Website Privacy Notice frequently for updates or amendments.

4.3. Portal Privacy Notice. Sartorius collects, uses, shares, and stores information obtained by Sartorius through User's access and use of the Portal and E-shop, including User's personal information, in accordance with its Portal Privacy Notice (available at: <https://my.sartorius.com/data-privacy>). Sartorius may update or amend its Portal Privacy Notice at any time. Such updates or amendments will become effective upon being made available on the Website, or as provided by applicable law. User is directed to check the Portal Privacy Notice frequently for updates or amendments.

5. USE OF MATERIAL AND TRADEMARKS

5.1. Material is the property of Sartorius, its Affiliates, or content licensors and is protected by national and international copyright laws. Except as expressly permitted by Sartorius, User may use Material only for Principal User's internal business purposes related to Principal User's assessment or use of Sartorius' products and services. User may not use, publish and/or distribute Material without Sartorius' written approval which must include the scope of permitted use, publication and/or distribution. Unless Sartorius has agreed otherwise in writing, Material available for download by User must not be shared with third parties and may be used by User for internal business purposes only. User may not use the Material for commercial purposes, including by selling or licensing the Material to third parties, in whole or in part.

5.2. Graphics, logos, page headers, button icons, scripts, product names, and service names included in or made available through the Digital Platforms are trademarks or trade dress of Sartorius, its Affiliates, or its licensors. Sartorius's, its Affiliates', or its licensors' trademarks and trade dress may not be used in connection with any product or service not provided by Sartorius, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Sartorius or its Affiliates. User may not use any meta tags or any other "hidden text" utilizing Sartorius' or its Affiliates', or licensors' name or trademarks without the express written consent of Sartorius.

5.3. Unless otherwise expressly provided, Materials offered on the Digital Platforms do not constitute an offer or solicitation to conduct business in any jurisdiction.

6. USAGE RESTRICTIONS

- 6.1. No Modifications, Reverse Engineering.** Except as expressly permitted in this Agreement, User may not (and must not allow third parties to) (i) modify, port, adapt, or translate any portion of the Digital Platforms or Materials; or (ii) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within the Digital Platforms, Services, or Material, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Digital Platforms, Services, or Material. If the laws of User's jurisdiction give User the right to decompile the Digital Platforms or Services to obtain information necessary to render the licensed portions of the Digital Platforms or Services interoperable with other software, User must first request such information from Sartorius. Sartorius may, in its discretion, either provide such information to User or impose reasonable conditions, including a reasonable fee, on User's decompilation of the Digital Platforms or Services to ensure that Sartorius' and Sartorius' licensors' and suppliers' proprietary rights in the Digital Platforms or Material are protected.
- 6.2. Artificial Intelligence/Machine Learning** User may not (and must not allow third parties to) use the Digital Platforms, or Services, or any content, data, output, or other information received or derived from the Digital Platforms or Services, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence system, including but not limited to any architectures, models, or weights.
- 6.3. No Automated Access and Web Scraping.** Except as expressly provided in this Agreement, User may only use and access the Digital Platforms by means of a standard web browser and may not use any automated script, robot, spider, scraper, browser plug-in, or other automated means or service to scrape or derive or download information or Material from the Digital Platforms. However, User may use a crawler to crawl the Digital Platforms solely as permitted by the Digital Platforms' robots.txt protocol, if User otherwise complies with all terms and conditions in this Agreement. Sartorius may block any crawlers in its sole discretion.
- 6.4. Security.** User may not (and must not allow or encourage third parties to) tamper with, or bypass, any security feature associated with the Digital Platforms or any Materials or attempt to obtain unauthorized access to any non-public or unlicensed portions of the Digital Platforms. User may not permit any other person to have access to the Digital Platforms, nor permit the whole or any part of the Digital Platforms to be combined with or become incorporated in any other programs or applications. User shall not upload to, or transmit from, the Digital Platforms any data, data file, or link that contains or redirects to malware, a virus, trojan horse, worm, key-logger or other harmful or unauthorized component. User may not pledge, assign, sublicense, lease, time share or otherwise transfer, in whole or in part, User's Sartorius ID, access to or use of the Digital Platforms, Materials, or Services provided through the Digital Platforms, without the prior written consent of Sartorius.

- 6.5. No Infringing or Illegal Use.** User may not (and must not allow or encourage third parties to) use the Digital Platforms or Materials in any way that (i) infringes any rights of Sartorius, its Affiliates or licensors or any third party (including without limitations privacy rights, copyrights and/or other intellectual property rights), or (ii) would be in breach of applicable laws and regulations.
- 6.6. No Indecent or Illegal Content.** User shall not post on or transmit through the Digital Platforms any unlawful, indecent, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane content, or content liable to incite racial hatred or in breach of confidence, in breach of privacy or for which User has not obtained all necessary licenses and/or approvals, or any content that could constitute or encourage conduct that would or may be considered a criminal offence, give rise to civil liability, or otherwise violate any law or regulation of, or infringe the rights of any third party under the laws applicable to User or to this Agreement.

7. REGISTERING YOUR SARTORIUS ID

- 7.1.** For accessing the E-shop, DAM Media Center, or Portal, User must register for a Sartorius ID. To register for a Sartorius ID, User must complete the required (text) fields with the relevant applicable, clear and accurate information and set a password. As an alternative login possibility for User's Sartorius ID, besides username and password, Sartorius may offer User to use the functionality of single sign-on. Such log-in method will be considered User's Sartorius ID for purposes of this Agreement. User warrants that all information provided during the registration process is complete and accurate.
- 7.2.** User is responsible for protecting User's Sartorius ID login details from unauthorized access. In particular, User must keep the password strictly confidential and not share it with any third party. If User's password becomes known to a third party, User must change the password immediately. User shall indemnify Sartorius for any claims or losses arising from User's failure to make reasonable efforts to safeguard its log-in information.
- 7.3.** User may request deletion or deactivation of User's Sartorius ID at any time. Upon such deletion or deactivation, User's license to use the E-shop and Portal, and Services, and Material, requiring a Sartorius ID will terminate. This Agreement will continue to govern User's access or use of the Website.

8. PURCHASES THROUGH THE E-SHOP

- 8.1.** Users with a Sartorius ID may make purchases of Sartorius's, or its Affiliate's goods and services in the E-shop on behalf of the Principal User. By using the E-shop or creating a Sartorius ID, User agrees that each purchase will be subject to the Sartorius General Terms and Conditions for Sale of Goods and Services applicable to the country or region where the Principal User is located. The Sartorius General Terms and Conditions for Sale of Goods and Services can be accessed at: <https://www.sartorius.com/en/general-terms-and-conditions>.

- 8.2. Each sale will be between the Principal User and one or more Sartorius Affiliate listed during the "Check Out" phase of the transaction under the "Order Summary" heading. When User presses "Place Order" the User's order will be transmitted by the E-shop to the Sartorius Affiliate that sells the corresponding good or service. Each Sartorius selling Affiliate will then be responsible for reviewing the order and issuing an order acknowledgement to confirm that User's order is accepted.
- 8.3. If User requests a quotation for the purchase of goods or services through the E-shop, the request for a quotation will be transmitted to the Sartorius Affiliate that sells the corresponding good or service. Each Sartorius selling Affiliate will then be responsible for reviewing the request and issuing a quotation that will be available under the "My Quotes" section of User's account or sent to User with the contact information provided by User. If User presses "Accept" on a quotation provided through the E-shop, indicating User's acceptance of the quotation, User's acceptance will be transmitted to the Sartorius selling Affiliate. The Sartorius selling Affiliate may issue an order confirmation in response to the acceptance.
- 8.4. Whether User accepts a quotation, or places an order through the E-shop, User agrees that the corresponding legal contract for the sale of the goods or services will be exclusively by and between the Principal User and the Sartorius selling Affiliate(s). Sartorius is not a party to the transaction and is not responsible for communicating or resolving disputes on behalf of the Sartorius selling Affiliate.

9. REVIEWS, COMMENTS, AND OTHER USER-GENERATED CONTENT

- 9.1. User may post reviews, comments, photos, videos, and other content; and may submit suggestions, ideas, comments, questions, or other information on or in connection with the Digital Platforms, so long as the content complies with this Agreement, and does not consist of or contain political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. User may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a review, comment, or other content. Sartorius reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.
- 9.2. If User posts reviews, comments, photos, videos, or other content; or submits suggestions, ideas, comments, questions, or other information, and unless contrary to applicable law or Sartorius indicates otherwise in writing, User grants Sartorius and its Affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any medium for Sartorius' or its Affiliates' marketing, advertising, promotional, internal training, product development, or other business purposes. User grants Sartorius and its Affiliates the right to use the Individual User's and Principal User's names that User submitted in connection with such content. User represents and warrants that User owns or otherwise controls all rights to the content that User posts; that the content is accurate; that User has obtained consent to use

and post such content from any individual whose personal data, or likeness appears in such content, that use of the content User supplied does not violate this Agreement and will not cause injury to any person or entity. User will indemnify Sartorius and its Affiliates for all claims resulting from content User supplies. Sartorius has the right but not the obligation to monitor and edit or remove any activity or content. Sartorius takes no responsibility and assumes no liability for any content posted by User or any third party.

10. SARTORIUS WARRANTY

UNLESS SARTORIUS HAS AGREED TO THE CONTRARY IN A SIGNED WRITTEN AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SARTORIUS, AND ITS AFFILIATES PROVIDE THE DIGITAL PLATFORMS, SERVICES AND MATERIALS "AS IS" OR "AS PROVIDED" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, MATERIALS AND RELATED CONTENT THROUGH THE DIGITAL PLATFORMS OR OTHERWISE ARISING OUT OF THE USE OF THE DIGITAL PLATFORMS.

11. LIABILITY OF USER, INDEMNITY

User shall indemnify, defend and hold harmless Sartorius, its Affiliates, and their respective directors, officers, employees, and agents (collectively the "Indemnified Parties") from and against any and all claim, loss (including lost profits), liability, and expense (including reasonable attorneys' and other experts' fees and expenses) asserted against, or suffered by any of the Indemnified Parties arising out of (i) any unauthorized use of the Digital Platforms or access thereto by User or by a third party who has obtained, lawfully or unlawfully, access to the Digital Platforms from User, (ii) User's gross negligence or willful misconduct, or (iii) User's material breach of this Agreement

12. LIABILITY OF SARTORIUS

The following shall apply with regard to Sartorius' liability under this Agreement or arising from or related to User's use of or access to the Digital Platforms, Materials, or Services:

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SARTORIUS, AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN TORT, CONTRACT OR OTHERWISE OR ANY LOSS OF ORDERS, ANY, LOSS OF PROFITS (IRRESPECTIVE OF WHETHER LOSS OF PROFITS CONSTITUTE DIRECT OR CONSEQUENTIAL DAMAGES), LOSS OF DATA, LOSS OF BUSINESS, EVEN IF SARTORIUS, OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SARTORIUS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR THE CORRECT CHOICE OF PRODUCTS OR SERVICES, FOR THE PURPOSE INTENDED IN

THE INDIVIDUAL CASE OR FOR THE CORRECT LINKAGE OF SUCH PRODUCTS AND SERVICES TO ONE ANOTHER OR TO ITEMS OF THE USER.

12.2. SARTORIUS AND ITS AFFILIATES SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS IN THE EVENT OF BREACH OF MATERIAL CONTRACTUAL DUTIES; I.E., SAID DUTIES THAT ENTAIL MUTUALITY OF OBLIGATION WITH RESPECT TO THE USER'S DUTIES, THAT ARE OF FUNDAMENTAL IMPORTANCE FOR PROTECTION OF THE USER OR WHOSE FULFILLMENT IS PREREQUISITE TO ENABLING THIS AGREEMENT TO BE DULY PERFORMED AND, FOR THIS REASON, THE USER RIGHTLY EXPECTS SAID SARTORIUS DUTIES TO BE PERFORMED. WITH REGARD TO BREACH OF ANY OTHER DUTIES, SARTORIUS AND ITS AFFILIATES SHALL BE LIABLE IN ACCORDANCE WITH THE LEGAL PROVISIONS IF SAID OTHER DUTIES ARE BREACHED BY ITS LEGAL REPRESENTATIVES OR MANAGERIAL EMPLOYEES. IF THESE OTHER DUTIES ARE BREACHED BY SIMPLE VICARIOUS AGENTS, SARTORIUS SHALL BE LIABLE ONLY IN THE EVENT OF GROSS NEGLIGENCE AND WILLFUL INTENT. THE SAME SHALL APPLY TO CLAIMS FOR DAMAGES FOR TORT AND TO CLAIMS FOR DAMAGES ON ACCOUNT OF ACTIONS CARRIED OUT BY SARTORIUS'S AGENTS EMPLOYED IN PERFORMING AN OBLIGATION HEREUNDER. SARTORIUS SHALL NOT BE LIABLE FOR LOSSES NOT TYPICALLY ASSOCIATED WITH THIS TYPE OF AGREEMENT AND THAT ARE THUS SCARCELY FORESEEABLE. WITH REGARD TO CLAIMS UNDER THE GERMAN PRODUCT LIABILITY LAW, SAID LAW SHALL APPLY WITHOUT RESTRICTION.

12.3. SARTORIUS AND ITS AFFILIATES SHALL BE LIABLE IN ACCORDANCE WITH THE STATUTORY PROVISIONS IN THE EVENT OF CULPABLE PHYSICAL INJURY AND HAZARDS TO LIFE AND HEALTH OR LOSS OF LIFE.

12.4. The parties acknowledge that the limitations and exclusions of liability are reasonable in the context of this Agreement. The foregoing limitations and exclusions of liability apply in addition to any limitations and exclusions that may be contained in any additional agreements or terms applicable to individual Services available through the Digital Platforms.

13. CONFIDENTIALITY

13.1. User undertakes to treat as confidential and keep secret all Material marked as "Confidential" (or similar designations) contained in, or accessed from, the portions of the Digital Platforms that are not accessible to the public (i.e. that require being logged in with a Sartorius ID) (hereinafter collectively referred to as the "Confidential Information"). The User will hold the Confidential Information in strict confidence and treat such Confidential Information as it would its own confidential information. The User will not disclose the Confidential Information without the written consent of the Sartorius, except that the User may disclose Confidential Information to its employees, officers, directors and professional advisors, who are bound by agreement, or applicable professional ethics standards, to protect the confidentiality of the Confidential Information to substantially the same degree

as called for in this Agreement. User will be liable for any and all breaches of this section by its employees, agents and representatives.

13.2. Notwithstanding the foregoing, Confidential Information will not include information:

13.2.1. That was already known to the User prior to the Effective Date as evidenced by the User's prior written documentation thereof, and is not otherwise subject to obligations of confidentiality or similar restrictions;

13.2.2. That is or becomes publicly available through no fault of the User;

13.2.3. That is received from a third party which has the legal right to disclose such information; or

13.2.4. That is required to be disclosed by the User pursuant to any process of law, provided that the User will notify Sartorius promptly of such request and will cooperate with the Sartorius in seeking a protective order with respect to such information.

14. TERM, TERMINATION AND EFFECT OF TERMINATIONS

14.1. This Agreement shall commence on the Effective Date and shall, subject to User's continued compliance with the terms of this Agreement, continue until terminated as provided in this Agreement.

14.2. Sartorius may terminate this Agreement with immediate effect for any reason or no reason, with or without notice to User. If Sartorius blocks User from accessing the Digital Platforms, by blocking User's IP address(es) or by any other technical means, this Agreement will be considered terminated, and User's license to access and use the Digital Platforms will be considered revoked without any need to provide written notice.

14.3. Immediately upon the termination of this Agreement, User shall, if requested by Sartorius, cause any provided Materials in connection with the Digital Platforms be returned to Sartorius or destroy the Materials and shall certify in writing to Sartorius that the same has been done. For the avoidance of doubt, the obligation to destroy or delete does not apply as long as any mandatory local laws require any retention of Materials.

14.4. In the event that User created his or her Sartorius ID in connection with an employment relationship, he/she must delete this Sartorius ID upon termination of this employment relationship and, if necessary, create a new Sartorius ID.

14.5. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. For the avoidance of doubt, Sections 5 (Use of Materials and Trademarks), 6 (Usage Restrictions), 9 (Reviews, Comments, and other User-Generated Content), 10 (Sartorius Warranty), 11 (Liability of User, Indemnity), 12 (Liability of Sartorius), and 13 (Confidentiality) survive the termination or expiration of this Agreement.

15. GENERAL PROVISIONS

- 15.1. Assignment.** User shall not be entitled to assign, sub-license or otherwise transfer his/her rights and obligations under this Agreement, whether in whole or in part without the prior written consent of Sartorius. Sartorius is entitled to assign this Agreement and all of its rights and obligations hereunder. This Agreement will be binding upon and will inure to the benefit of the parties and permitted successors and assigns. Sartorius' Affiliates are third party beneficiaries of this Agreement and therefore may enforce the terms of this Agreement.
- 15.2. Waiver.** The failure of Sartorius to insist upon the strict adherence to any term of this Agreement on any occasion shall not be considered as a waiver of any right hereunder nor shall it deprive Sartorius of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.
- 15.3. Agreement and Severability.** This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to use of the Digital Platforms. If any term hereof should be or become or are deemed void, invalid, or unenforceable, that term shall be deemed severable and the validity of the remaining terms hereof will not be affected. Any invalid term shall be substituted by a corresponding, legally valid provision.
- 15.4. Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the Federal Republic of Germany without regard to its principles of conflicts of laws or the United Nations Convention on the International Sale of Goods. If User is not a consumer, both parties hereby consent to the exclusive jurisdiction of the courts of Goettingen, Germany.
- 15.5. Notices and electronic communications.** When User uses the Digital Platforms, or sends e-mails, text messages, and other communications from User's desktop or mobile device to Sartorius or its Affiliates, User consent to receive communications from Sartorius and its Affiliates electronically, such as e-mails, texts, mobile push notices, or notices and messages on the Digital Platforms. Sartorius or its Affiliates will provide notices and messages to User within the Digital Platforms, or by sending communications to the contact information User provided us (e.g., email, mobile number, physical address). User agrees to keep User's contact information up to date. User agrees that all agreements, notices, disclosures, and other communications that Sartorius provides to User electronically satisfy any legal requirement that such communications be in writing.
- 15.6. Conflicts.** This Agreement applies in addition to any terms applicable to specific portions of the Digital Platforms, Services, or Material such as additional software license terms, End User License Agreements, Terms of Use, or similar documents. However, if any term of this Agreement conflicts with any term found in such additional terms such additional terms will control as to that portion of the Digital Platforms, Services, or Material, and only to the extent of the conflict.

- 15.7. Irreparable Harm and Injunctive Relief.** User acknowledges that User's violation of the usage restrictions, or use or disclosure of any Confidential Information, or the threat to make such use or disclosure, in violation of this Agreement, will cause Sartorius extensive and irreparable harm. User hereby consents that Sartorius shall have the right, at any court of competent jurisdiction in any location where the Digital Platforms is being used by User, to injunctive relief to prevent the violation, unauthorized use, or disclosure.