

Software-as-a-Service Free Trial Agreement

By accessing or using the SaaS Service requested by and provided to you by Revvity Signals Software, Inc. (“**Revvity**”) hereunder (the “**SaaS Service**”), you (a) acknowledge that you have read and understand this Software-as-a-Service Free Trial Agreement (the “**Agreement**”); (b) accept this Agreement and agree that this Agreement constitutes a legally binding agreement between you and Revvity; and (c) represent and warrant that (i) you have the right, power, and authority to agree to this Agreement, and (ii) if you are entering into this Agreement on behalf of a company or other legal entity, you have the legal authority to bind that legal entity and the Users (as defined below) to this Agreement, and “you” or “Customer” shall mean such entity and Users accessing and using the SaaS Service as a result of your free trial request. If you do not accept or do not have the authority to accept this Agreement, you may not access or use the SaaS Service.

1. **Access.** Subject to this Agreement and solely during the Evaluation Period (as defined below), Revvity hereby grants to you and your Users a non-exclusive, non-transferable, non-sublicensable, limited and revocable license to access and use the SaaS Service and the user guides, technical manuals, and other end user documentation for the SaaS Service (the “**Documentation**”) for your **internal evaluation and non-production purposes only**, and not for commercial or general production use. In this Agreement, “Users” shall mean you and your employees, consultants, and agents who are authorized by you to access and use the SaaS Service under the rights granted to you pursuant to this Agreement. You shall remain responsible and liable for your Users’ compliance with this Agreement. Revvity shall provide you and/or your Users the necessary passwords and access credentials to allow you to access the SaaS Service. You and your Users are responsible for keeping your passwords and access credentials associated with the SaaS Service confidential and you will not sell or transfer them to any other person or entity. You will promptly notify us of any unauthorized access to your passwords or access credentials.

2. **Use Restrictions.** Neither you nor your Users will take any action or inaction that actually or attempts to: (a) interfere with, disrupt, diminish the quality of, or impair the performance or functionality of the SaaS Service; (b) circumvent, disable, or interfere with security-related features of the SaaS Service or features that prevent or restrict use, access to, or copying of any data, (c) monitor or sample the performance or security response of the SaaS Service or stress tests APIs; or (d) violate Revvity’s Acceptable Use Policy, located at <https://support.revvitysignals.com/hc/en-us/articles/4407487652116-Read-Revvity-Signals-Acceptable-Use-Policy> and incorporated herein by reference (“**AUP**”). You agree not to, and shall ensure your Users do not, directly or indirectly, in whole or in part: (e) copy, distribute, modify, translate, create derivative works of, reverse engineer, decrypt, decompile, disassemble, or in any way attempt to derive the source code of any software related to the SaaS Service or underlying ideas, techniques, or algorithms, including the review of data structures or similar materials produced by the SaaS Service, (f) sub-license, lease, rent, loan, sell, distribute, transfer, commercially share or

otherwise permit use of the SaaS Service in connection with a service bureau or other configuration whereby any third party may use the SaaS Service; (g) use versions of third party products embedded in the SaaS Service, if any, for any use other than the intended use of the SaaS Service; (h) combine any software related to the SaaS Service with other software that, under the license applicable to such software, requires as a condition of use, modification, or distribution that such combined software is required to be: (i) disclosed or distributed in source code form, (ii) freely licensed for the purpose of making derivative works, or (iii) redistributable at no charge; (i) use the SaaS Service in any ultra-hazardous activity; or (j) release the results of benchmark testing using the SaaS Service. You and your Users will comply with all laws, statutes, rules, or regulations that apply to your use of the SaaS Service. Neither you nor your Users shall use the SaaS Service in any manner or for any purpose other than as expressly permitted by this Agreement.

3. Customer Data; Aggregated Statistics. **“Customer Data”** means, other than Aggregated Statistics, information, data, and other content that is submitted, posted, or otherwise uploaded by you or on your behalf through the SaaS Service. You hereby grant to Revvity a non-exclusive, royalty-free, worldwide license to use, display, reproduce and perform all acts with respect to the Customer Data as may be necessary for Revvity to provide the SaaS Service to you. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data. Notwithstanding anything to the contrary in this Agreement, Revvity may monitor your use of the SaaS Service and collect and compile data and information related to your and your Users' use of the SaaS Service to be used by Revvity in an aggregated and anonymized manner (**“Aggregated Statistics”**). As between Revvity and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Revvity. You acknowledge that Revvity may compile Aggregated Statistics based on Customer Data input into the SaaS Service.

4. Reservation of Rights. Revvity reserves all rights not expressly granted to you hereunder. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grant, by implication, waiver, estoppel, or otherwise, you or any third party any intellectual property rights or other right, title, or interest in or to Revvity intellectual property.

5. Functionality; Support. You agree that: (i) the SaaS Service may have limited functionality and reduced or altered features; (ii) the proper functionality of the SaaS Service may be interrupted for evaluation, review, and maintenance purposes; and (iii) Revvity may introduce new or remove existing features or functionality to or from the SaaS Service, in each case in its sole discretion. This Agreement does not entitle you to any guaranteed service level availability, support, maintenance, upgrades, or modifications for the SaaS Service, and Revvity may provide limited technical support in its sole discretion.

6. Confidential Information. From time to time during the Evaluation Period, Revvity and Customer may disclose or make available to the other party information about its business

affairs, products, intellectual property, trade secrets, and other sensitive or proprietary information, whether orally or in written, electronic, or other form ("**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required to comply with any court order or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure, if permitted and practicable under applicable, shall first have given written notice to the other party. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Privacy Policy. Revvity complies with its privacy policy available at www.perkinelmer.com/corporate/policies ("**Privacy Policy**") and incorporated herein by reference. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the SaaS Service, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy. You also hereby agree to comply with any and all applicable data privacy laws in your use of the SaaS Service, and will not enter, transmit or use the SaaS Service to process personal data in violation of any such laws.

8. Intellectual Property Ownership; Feedback. As between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the SaaS Service. As between you and us, you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents suggests or recommends changes to the SaaS Service, including without limitation new features or functionality, or provides any comments, questions, suggestions, or the like relating thereto ("**Feedback**"), we are free to use such Feedback, and you hereby assign, and shall cause your employees, contractors, and agents to assign, to us all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in or developed using the Feedback, for any purpose whatsoever. All Feedback is and will be treated as non-confidential.

9. Disclaimer of Warranties. THE SAAS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND REVVITY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. REVVITY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. REVVITY MAKES NO WARRANTY OF ANY KIND THAT THE SAAS SERVICE WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Limitations of Liability. IN NO EVENT WILL REVVITY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES; OR (f) DIRECT DAMAGES IN EXCESS OF \$1.00; IN EACH CASE REGARDLESS OF WHETHER REVVITY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. Term and Termination. This Agreement is effective as of the date you are granted access to the SaaS Service and will continue in effect until the expiration of the free trial period ("**Evaluation Period**"), unless either party otherwise provides written notice of its earlier termination of this Agreement with five (5) days written notice. Notwithstanding the foregoing, Revvity may terminate this Agreement and your license to access and use the SaaS Service with immediate effect upon any breach of this Agreement by you or your Users. Upon expiration or earlier termination of this Agreement, you and the Users shall immediately discontinue use of the SaaS Service, and you and the Users shall delete, destroy, or return all copies of the Documentation and Confidential Information provided hereunder and certify same in writing. This Section 11 and Sections 6, 8-10, and 12-15 shall survive any termination or expiration of this Agreement.

12. Export. You acknowledge that the SaaS Service is subject to the export control laws and regulations of the United States. You will fully comply at all times with all such export laws and regulations, including but not limited to, the prohibition to export, re-export, sell, supply, transfer or transmit, directly or indirectly, the SaaS Service to any denied or restricted parties or any embargoed countries.

13. US Government Rights. Each of the software components that constitute the SaaS Service and the Documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such Agreement are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the SaaS Service and Documentation as are granted to all other end users.

14. Copyright Complaints and Removal Policy. Revvity does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise violates the terms of this Agreement and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to Revvity. Revvity reserves the right to delete or disable access to the SaaS Service and any content alleged to violate this Agreement and to terminate repeat infringers. Revvity's designated agent for notice of alleged copyright infringement is:

Attention: Legal Department - DMCA Copyright Agent
Revvity, Inc.
77 4th Avenue
Waltham, MA 02451 USA

Federal law requires the Digital Millennium Copyright Act ("DMCA") notice to include the following information: (a) identification of the copyrighted work that is claimed to have been infringed; (b) identification of the material, including URL, that is claimed to be infringing, with enough detail so that Revvity may locate it; (c) address, telephone number, and e-mail address of claimant; (d) a statement declaring under penalty of perjury that (i) claimant has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (ii) the above information in claimant's notice is accurate, and (iii) claimant is the owner of the copyright interest involved or is authorized to act on behalf of that owner; and (iv) claimant's physical or electronic signature.

15. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal or state courts located in the Commonwealth of Massachusetts.

16. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our


rights with respect to such breach or any subsequent breaches. This Agreement and the rights granted hereunder may not be assigned or transferred, in whole or in part, without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect.

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