



Trial Period Platform Terms

Carl Zeiss Microscopy GmbH, Carl-Zeiss-Promenade 10, 07745 Jena (“we”, “us”) operates the APEER Platform (“Platform”), an online platform for computer programs in the field of microscopy (“Modules”) and for combinations of several Modules for the purpose of creating an orchestrated and repeatable pattern of activities and process in the area of microscopy (“Workflows”). Subject to your acceptance of the present terms and conditions (“Trial Period Terms”), we enable the customer (“you”) to access the Platform and acquire licenses from us, or other person or entities (“Partners”), for the use of Modules and/or Workflows.

1 SUBJECT MATTER, TRIAL PERIOD

1.1 Upon successful registration, which includes your acceptance of these Trial Period Terms, an agreement is concluded between you and us, governing your use of the Platform (“Platform Agreement”).

1.2 Under the Platform Agreement we entitle you to access and use the Platform Services (as defined below in Section 1.4) free-of-charge for a trial period of ninety (90) days (“Trial Period”). We may, in our sole discretion, extend the term of the Trial Period as we may deem appropriate. Either Party’s rights to terminate the Platform Agreement and/or any ZEISS Module Agreement (Section 13) remains unaffected.

1.3 Subject to these Trial Period Terms, during the Trial Period you may: (i) order and use Modules provided by a Partner (“Partner Modules”), by entering into a corresponding agreement with a Partner (“Partner Module Agreement”), (ii) order and use Modules provided by us (“ZEISS Modules”), by entering into a corresponding agreement with us (“ZEISS Module Agreement”); (iii) carry out an integration of certain Partner Modules and/or ZEISS Modules to a Workflow (“Workflow Integration”); and/or (iv) commission us or any third party (each a “Workflow Integrator”) with a Workflow Integration by entering into a corresponding agreement (“Workflow Integration Contract”).

1.4 The “Platform Services” include the services provided by us under the Platform Agreement and any ZEISS Module Agreement, including your access to the Platform, any ZEISS Modules licensed under a ZEISS Module Agreement, and/or any Support (as defined below in Section 3.1), but excluding (i) any Modules and/or other services provided by a Partner; and (ii) any services related to Workflow Integration that we may provide to you under a Workflow Integration Contract.

1.5 During the Trial Period, the Platform Services are free of charge. After the Trial Period we may charge you for all or certain portions of the Platform Services under the Platform Agreement and/or any ZEISS Module Agreement, as may be agreed between you and us from time to time.

2 END OF TRIAL PERIOD; TEMPORARY NATURE OF THESE TRIAL PERIOD TERMS

2.1 You understand and acknowledge that: (i) your right to use the Platform Services is initially limited to the term of the Trial Period; (ii) these Trial Period Terms are only a first, preliminary version of the terms and conditions governing your use of the Platform Services; (iii) prior to the expiry of the Trial Period, we will make available to you a more comprehensive version of the terms and conditions designated for your use of the Platform Services (“Platform Terms”); and (iv) your continued right to use of the Platform Services after expiry of the Trial Period will be conditioned on your acceptance of the Platform Terms.

2.2 If you accept the Platform Terms in accordance with Section 2.1, the Platform Terms shall supersede and replace these Trial Period Terms after the Trial Period and your further use of the Platform Services shall be governed exclusively by the Platform Terms.

2.3 You understand and acknowledge that in case you reject to accept the Platform Terms prior to expiry of the Trial Period in accordance with Section 2.1: (i) you will no longer be entitled to use, and we will cease your access to, the Platform Services; (ii) the Platform Agreement and all then-existing ZEISS Module Agreements will be automatically terminated upon expiry of the Trial Period without any obligation of us to provide you with any further notice; and (iii) we shall have no liability whatsoever for any consequences that may arise out of or in connection with this termination.

3 GENERAL PROVISIONS FOR PLATFORM SERVICES

3.1 We may offer, in our sole discretion, support services for the Platform and/or any ZEISS Module ("**Support**"), including without limitation updates, consultancy, and troubleshooting.

3.2 The use of the Platform Services may be subject to certain system requirements, including without limitation with regard to necessary hardware or operating system. The Platform Services will be rendered in a manner that will support those system requirements. We assume no warranty and shall not be liable for any consequences to the extent they are caused by your failure to use the Platform Services in accordance with any such system requirements.

3.3 We may make changes to the Platform Services at any time in our sole discretion without giving any reasons and may make the use of the Platform by you dependent on the use of modified or additional system requirements or subject to other restrictions. If reasonable, we will notify you of such changes in advance. Also, we are entitled to suspend the Platform Services, in whole or in part, at any time at our reasonable discretion without giving any reasons.

3.4 The Platform Services, in particular the ZEISS Modules, may contain third-party software, including open source software, which may be subject to additional or differing terms and conditions that shall always prevail with respect to such third-party software. We will make the applicable terms and conditions available to you in an appropriate manner.

3.5 You understand and acknowledge that the Platform is not intended for medical, diagnostic or similar purposes. You shall not use the Platform Services and/or any Module available on the Platform for any such purpose.

4 ACCESS TO THE PLATFORM

4.1 During the term of and subject to your full compliance with the Platform Agreement, we grant you the non-exclusive, non-transferable, non-sub-licensable and revocable right to access and use the Platform, subject to Section 4.2, by the natural persons designated by you ("**Authorized Users**") via your account solely for the purpose of accessing the Partner Modules and ZEISS Modules (including as integrated to Workflows) as available on the Platform.

4.2 Unless otherwise approved by us in writing, you may designate the following persons as Authorized Users: You (if you are a natural person), your employees, representatives and agents, who have a legitimate interest to access and use the Platform on your behalf and under your control and responsibility in accordance with the Platform Agreement. You may grant your commissioned Workflow Integrator access to the Platform as Authorized User provided that, unless the commissioned Workflow Integrator is us: (a) you give us in advance written notice (email being sufficient) of such intended use by the Workflow Integrator stating the name and contact information of such Workflow Integrator; and (b) you shall be fully responsible for any act or omission of such Workflow Integrator as if it was an act or omission of yourself, in particular for any use of the Platform in excess of the rights granted in the Platform Agreement or any other misuse of the Platform. Unless otherwise approved by us in writing, you shall not grant access to any other person than an Authorized User.

5 LICENSING AND USE OF ZEISS MODULES

5.1 Through the Platform, we enable you to order and use ZEISS Modules by entering into ZEISS Module Agreements with us. Each ZEISS Module Agreement is concluded between you and us by your order for a particular ZEISS Module and our acceptance of such order. We are under no obligation to accept any order.

5.2 By entering into a ZEISS Module Agreement we will grant to you, for the duration of the applicable ZEISS Module Agreement, a non-exclusive, non-transferable, non-sublicensable, and royalty-free right to access and use the relevant ZEISS Module by your Authorized Users only and solely in accordance with the applicable ZEISS Module Agreement. Section 4.2 applies *mutatis mutandis*. You may use the relevant ZEISS Module commercially to provide service offerings to your end customers in your ordinary course of business in accordance with the applicable ZEISS Module Agreement, provided you (i) shall not grant any end customer direct access to the ZEISS Module, (ii) shall not modify the ZEISS Module, (iii) shall keep intact any logos, trademarks, copyright notices or the like in the ZEISS Module, unless otherwise permitted in writing by us, (iv) shall be fully responsible, as between the Parties, for any content submitted to the ZEISS Module by you, your end customers and/or on your or your end customer's behalf ("**Customer Content**"), and (v) shall fully indemnify, defend and hold us harmless from and against any claims that a third party asserts against us that is related to a violation of your obligations set forth in lit. (i) through lit. (iii), or to any Customer Content.

5.3 Subject to Sections 5.2 and 7 of these Trial Period Terms (in particular our rights under 7.4 and the limitations in 7.6), we hereby grant to you for the duration of the applicable ZEISS Module Agreement a non-exclusive, non-transferable, non-sublicenseable, and royalty-

free right to: (i) integrate, and/or have integrated by a Workflow Integrator, any ZEISS Module to a Workflow; this includes the right to make, or have made by the Workflow Integrator, any modifications to such ZEISS Module, as may be reasonably required for the purpose of the Workflow Integration in accordance with the applicable guidelines for Workflow Integration that we may make available from time to time (“**Workflow Integration Guidelines**”); and (ii) to use and make available to other customers any such ZEISS Module together with any other Modules as part of a Workflow in accordance with the ZEISS Module Agreement.

6 LICENSING AND USE OF PARTNER MODULES

6.1 Through the Platform, we enable you to order Partner Modules by entering into Partner Module Agreements from the respective Partners distributing the relevant Modules. Any Partner may offer to you support or other services related to any such Module.

6.2 You acknowledge that: (i) you will enter into all Partner Module Agreements only with the respective Partner; (ii) we and our affiliates will not enter nor be deemed to have entered into any contractual relationships with you in connection with your use of Partner Modules and any related services; (iii) the Partner provides all services in connection with your use of a Partner Module on the basis of the relevant Partner Module Agreement with you in its own name and on its own account; (iv) the Partner is entitled to engage us and/or our affiliates as subcontractors in the fulfillment of its obligations under the Partner Module Agreement existing with you at any time and to authorize us and/or our affiliates to directly or indirectly exercise rights under such agreement in relation to you; (v) even if we provide services or assert rights as per item (iv) in relation to Partner Module Agreements, this does not lead to any contractual or service relationship between us and you, nor any responsibility of us for the provision of services to be provided by the Partner to you under or in connection with the applicable Partner Module Agreement, and in particular not for the Partner Module concerned.

6.3 You acknowledge that in respect of the Partner Modules and any related services: (i) we are acting as agent of the respective Partner; (ii) the Partner shall be solely responsible to you for any claims and obligations you may have; and (iii) we shall have no responsibility for any such claims or obligations.

6.4 We are entitled to remove any Partner Module from the Platform and/or suspend your access to any Partner Module at any time, resulting in you not being able to use such Partner Module permanently or during suspension respectively. We will inform you about any removal or suspension if and as reasonably possible.

6.5 You acknowledge that a removal or suspension pursuant to Section 6.4 by us does not lead to any responsibility of us for the respective Partner Module.

7 WORKFLOW INTEGRATION; USE AND DISTRIBUTION OF WORKFLOWS

7.1 Except as provided otherwise in Section 7.4, and subject to your compliance with the applicable Workflow Integration Guidelines, any Modules distributed through the Platform may be integrated to Workflows with other Modules. You may conduct the Workflow Integration, at your discretion, yourself or by a commissioned Workflow Integrator. You may, at your discretion, entrust us, our affiliates, and/or any suitable third party, as commissioned Workflow Integrator.

7.2 You shall conduct, or have conducted by a Workflow Integrator, any Workflow Integration in strict accordance with the Workflow Integration Guidelines as amended from time to time. Any Workflow Integration by you, your Workflow Integrator, and/or any third party acting on your behalf, in violation of the Workflow Integration Guidelines shall constitute a material breach of the Platform Agreement and any applicable ZEISS Module Agreement by you, except where we are responsible for this violation as your commissioned Workflow Integrator.

7.3 Any services performed by a Workflow Integrator are subject to a separate Workflow Integration Contract to be concluded between you and the respective Workflow Integrator. Any Workflow Integration Contract shall constitute a distinguished agreement separate from the Platform Agreement, any ZEISS Module Agreement, and these Trial Period Terms. Section 6.2 applies accordingly, with the exception that its lit. (ii) shall not affect any rights and obligations under a Workflow Integration Contract that we or any of our affiliates may conclude with you by duly executing the “ZEISS Workflow Integration Contract” or any materially similar document .

7.4 We may exclude any ZEISS Module from a Workflow Integration with certain other ZEISS Modules and/or with certain Partner Modules by informing you either in: (i) our service description of the respective ZEISS Module on the Platform; or (ii) an individual notice to you (e.g., by email). Likewise, any Partner may exclude any Partner Module from a Workflow Integration with certain other Partner Modules and/or with certain ZEISS Modules by informing you either in: (i) Partner’s service description of the respective Partner Module on the Platform; or (ii) an individual notice to you (e.g., by email)

7.5 Once a Module is integrated into a Workflow in accordance with this Section 7, you may, but are not obliged to, publish the respective Workflow on the Platform to other customers. Since the purpose of the Workflow Integration is to combine Modules that you or other customers have developed and made available on the Platform (either yourselves or by Workflow Integrators), a Workflow is considered a combination of Module offerings by us and/or the respective Partner(s), as applicable, and your use of a Workflow constitutes a use of the relevant ZEISS Module(s) and/or of the relevant Partner Module(s) under the applicable ZEISS Module Agreement(s) and/or the applicable Partner Module Agreement(s). Accordingly, unless explicitly set forth otherwise herein, any and all terms and conditions of the Platform Agreement, the applicable ZEISS Module Agreement(s), and/or the applicable Partner Module Agreement(s), remain unaffected when any of our ZEISS Modules and/or any of Partner(s)' Partner Modules is subject to such Workflow Integration, and all of your rights and obligations under the Platform Agreement, the applicable ZEISS Module Agreement(s), and/or the applicable Partner Module Agreement(s) for Modules that you use as part of a Workflow shall be the same as for Modules that you use as stand-alone Modules.

7.6 We shall not be liable to you for: (i) any Partner Modules including without limitation their quality, performance, security level, content and freedom from third-party rights; and/or (ii) any impact of any integrated Partner Module, provided that the relevant ZEISS Module(s) integrated to a Workflow with such Partner Module comply with the technological requirements of ZEISS related to Workflow Integration. There shall be no joint and severe liability between us and any Partner, Workflow Integrator and/or other third party with respect to any Workflow Integration and/or any Modules.

8 INTELLECTUAL PROPERTY

8.1 All rights, title, interest and know how in and to the Platform, Partner Modules and/or Workflows, Customer Content, and any other information and content and any part and improvement of the aforementioned, other than those expressly granted in the Platform Agreement and/or the applicable ZEISS Module Agreement, shall remain wholly vested in the relevant party or its third-party business partners and/or licensors.

8.2 You grant us, our affiliates, and business partners a worldwide, non-exclusive, transferable, sub-licensable, royalty-free license to use, host, transmit, display, sub-license, and reproduce Customer Content for the purpose of providing the services in accordance with the Platform Agreement and/or the applicable ZEISS Module Agreement.

8.3 Except as set forth in Sections 3 and 5, any grant of access rights to third parties by you is strictly prohibited and you are not entitled to sell, lease, rent, (re-)distribute, (re-)market, make available to the public, use for service bureau purposes or on a timesharing basis, or otherwise make any ZEISS Module available to third parties.

9 INDEMNIFICATION

You will indemnify us and hold us harmless from and against any losses and/or damages (including reasonable attorney's fees), and defend us (both in and out of court) at your own cost against any claims, arising out of or in connection with the following circumstances: (i) an allegation by a third party, including an authority, the security and/or compliance standards, respectively; (ii) claims by a Partner or third parties made out of or in connection with a Partner Module Agreement, or the use and/or Workflow Integration of Partner Modules; (iii) claims by a Workflow Integrator other than us or third parties made out of or in connection with a Workflow Integration Contract; (iv) an allegation by a third party that any content you upload, store or transmission to, in, or through the Platform, infringes upon that third party's rights, including without limitation intellectual property rights or privacy rights; (v) any failure to comply with your obligations under Section 12; and/or (vi) a breach of the Platform Agreement and/or the applicable ZEISS Module Agreement and/or applicable law, including without limitation, export control law, by you.

10 WARRANTY (*GEWÄHRLEISTUNG*) AND LIABILITY

10.1 The Platform Services are provided "as is". We are not obliged to provide certain functionalities or fulfill any other requirements. We do not warrant that the Platform Services will be available at all times without any interruption.

10.2 Except in cases of intent or gross negligence, any warranty or liability of us for and in connection with your use of any Platform Services is excluded.

11 PRIVACY

Each Party undertakes and agrees to comply with all privacy laws, regulations, requirements or the like, that apply to the performance of each Party's obligations hereunder. You understand that when using Partner Modules applicable privacy law may require you to enter into

an agreement for commissioned data processing with the respective Partner and/or certain other measures related to privacy as between you and the respective Partner. When we provide ZEISS Modules to you under a ZEISS Module Agreement, or other Platform Services, and in this context we process personal data on your behalf, applicable privacy law may require us to conclude with you an agreement for commissioned data processing.

12 EXPORT CONTROL

12.1 You shall before and at all times in connection with the use of the Platform Services and other services review and guarantee by appropriate measures that: (i) you comply with any applicable national and international export and (re-)export control law, including any provisions on technical assistance and technology transfers, in particular of the Federal Republic of Germany, of the European Union and of the United States of America; (ii) you will not violate against an embargo imposed by the European Union, the United Nations or the United States of America; (iii) you will not use the Platform Services or other services in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and (iv) you will not directly or indirectly make available the Platform Services to any third party listed on a sanctioned party list of the United Nations, European Union and the United States of America concerning the trading with entities, persons and organizations listed therein.

12.2 If you transfer goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) by using the Platform Services and other services administered by us you will comply with all applicable national and international (re-)export control regulations including but not limited to the regulations of the Federal Republic of Germany, of the European Union and of the United States of America. You will notify us in writing prior to any transfer of goods which are subject to restrictions and categorizations arising from aforementioned regulations by indicating the appropriate export list category or ECCN (Export Control Classification Number).

12.3 Upon request by us, you shall promptly provide us with all necessary information to perform investigations relating to (re-)export control regulations.

12.4 Section 12.1 - 12.3 does not apply to you (i) in case you qualify as a resident party domiciled in the Federal Republic of Germany within the meaning of Section 2 Para 15 of the German Foreign Trade and Payments Act (Außenwirtschaftsgesetz) in so far as this would result in a violation of Section 7 of the Section 7 of the German Foreign Trade and Payments Regulation, or (ii) in case any other anti-boycott statute applies to you in so far as this would result in a violation with any provision of such other anti-boycott statute.

12.5 We shall not be obligated to fulfill the Platform Agreement and/or any affected ZEISS Module Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade requirements, including any embargoes or other sanctions.

13 TERM AND TERMINATION

13.1 The Platform Agreement takes effect upon successful registration. Each ZEISS Module Agreement takes effect upon our acceptance of your order for the respective ZEISS Module. Subject to Section 13.2, the Platform Agreement and any ZEISS Module Agreement remain in place during the Trial Period. If we continue to offer the Platform Services after expiry of the Trial Period, in order to extend the Partner Agreement and any applicable ZEISS Module Agreement beyond the Trial Period you will have to accept the Partner Terms (cf. Section 2.1 and 2.2). If you reject to accept the Platform Terms prior to the expiry of the Trial Period, the Platform Agreement and any ZEISS Module Agreement will be terminated as per Section 2.3.

13.2 Either Party may terminate the Platform Agreement and/or any ZEISS Module Agreement for convenience at any time effective immediately by written notice.

13.3 Any termination of the Platform Agreement, for whatever reasons, leads to an automatic termination of all then-existing ZEISS Module Agreements effective at the same date as the termination of the Platform Agreement, unless any ZEISS Module Agreement is terminated with earlier effect in accordance with its terms.

13.4 All termination rights must be exercised by written notice to the other party, notice by email being sufficient.

14 FINAL PROVISIONS

14.1 The Platform Agreement or the applicable ZEISS Module Agreement (as the case may be) shall constitute the entire understanding of the Parties regarding the subject matter hereof. Any general terms and conditions of the Parties shall not apply, even if printed on or

referenced by a form used in connection with the Platform Agreement or the applicable ZEISS Module Agreement (as the case may be). Any amendments as well as supplements to the Platform Agreement and/or the applicable ZEISS Module Agreement must be in writing in order to be effective. A waiver of form shall be effective only if agreed upon in writing.

14.2 Unless you are a consumer, for all disputes arising out of or in connection with the Platform Agreement and/or the applicable ZEISS Module Agreement the courts of Jena shall have exclusive jurisdiction.

14.3 The Platform Agreement and all ZEISS Module Agreements shall be governed and construed in accordance with the substantive law applicable in Germany without reference to any other law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not be applicable to the Platform Agreement and/or any ZEISS Module Agreement.