AGILENT TERMS OF SALE

These Terms of Sale ("Terms") govern the sale of Products and Service and the license of Software by Agilent Technologies, Inc. and its subsidiaries ("Agilent"). "Product" means any standard hardware or consumables sold or standard Software licensed under these Terms, including Products manufactured or configured to meet Customer requirements ("Custom Products"). "Software" means one or more computer programs and related documentation. "Service" means any standard support service to support Products, Software updates and maintenance, training, or Service adapted to meet Customer requirements. "Specifications" means technical information about Products published by Agilent and in effect on the date Agilent ships the order.

1**. SALE AND DELIVERY**

a) All orders are subject to acceptance by Agilent. Orders are governed by the applicable trade term specified on the quotation or agreed to by Agilent as defined in Incoterms 2020 (and any later amendments thereto).

b) Prices exclude any applicable sales, value added or similar tax payable by Customer.

c) Unless otherwise indicated on the quotation, prices include shipping and handling charges. Risk of loss will pass to Customer upon delivery. Title to hardware and consumable Products (excluding licensed Software) will pass to Customer upon delivery the later of full payment or delivery of such Products..

c) Cancellation of Product orders and Product returns are subject to Agilent's approval and applicable cancellation / return charges in accordance with Agilent Order Cancellation and Product Return Policy, a copy of which may be provided to Customer upon request.

d) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Agilent's installation and test procedures. If Customer schedules or delays installation by Agilent more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31st) day after delivery.

e.) Payment terms are stated in the quotation or acknowledgment documentation, and are subject to change if Customer's financial condition or payment record merits such change. Agilent may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.

2. **LICENSES AND PRODUCT USE**

a) Agilent grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. Agilent license terms or third-party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, Agilent grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.

b) Except as authorized by Agilent in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

c) Customer will use Products in accordance with the Specifications, instructions for use, and the labels provided with the Product. Customer is responsible for ensuring that the way that it uses Products complies with all applicable laws and regulations.

d) The product literature accompanying Raman Spectroscopy Products and notices affixed thereto include vital safety and hazard information. Customer must comply with all safety and hazard instructions issued by Agilent. Raman Spectroscopy Products will, if operated negligently, present a hazard to health and to life and Agilent accepts no liability for any death or personal injury that does not result from its own negligence. Customer will indemnify Agilent against any liability for third party death or personal injury that results from the Customer's negligence.

3. **WARRANTY**

a) Product warranty terms are provided with the Product, on quotations, upon request or at https://www.agilent.com/en-us/general/warranty-terms. Each Product receives a global warranty which includes the standard warranty for the country of purchase. All consumables Products are warranted for ninety (90) days from the date of acceptance. Customer may receive a different warranty when the Product is purchased as a part of a system.

b) Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.

c) If Agilent receives notice of a defect or non- conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.

d) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

4. **INTELLECTUAL PROPERTY CLAIMS**

a) Agilent will defend or settle any claim against Customer that a Product (excluding Custom Products) infringes an intellectual property right, provided Customer promptly notifies Agilent in

writing and provides control of the defense or settlement, and assistance, to Agilent.

b) In defending or settling an infringement claim under Section 4a), Agilent will pay infringement claim defense costs, settlement amounts and court- awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Product or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund

Customer's purchase price upon return of the Product.

c) Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.

d) For Products containing nucleic acids or that are capable of analyzing nucleic acids, in addition to Section 4c) above, Agilent has no obligation for any claim of infringement arising from: any discovery or product made as a result of using the Product(s); or any claim based on Gene Patents. Gene Patents means a patent claiming the synthesis, detection or quantification of any particular oligonucleotide sequence or group of sequences, arrangement of such sequences, or copy number of such sequences, including the correlation of such with an organism, phenotype or condition.

5. **INTELLECTUAL PROPERTY RIGHTS**

a) For Custom and Vacuum Products and/or Services, the following terms would apply -

i. Subject to the licenses provided in these Terms, each party will retain all copyrights, trade secrets, trademarks and other intellectual property rights in its pre-existing intellectual property.

ii. Customer grants Agilent a non-exclusive, worldwide, royalty-free license to use, copy, make derivative works of, distribute, display, disclose, perform and transmit Customer's pre-existing copyrighted works or other intellectual property rights necessary for Agilent to perform its obligations under these Terms. To the extent any of Customer's pre-existing intellectual property is incorporated within any Product, Customer grants to Agilent a non-exclusive, worldwide, perpetual, royalty-free, transferable license to make, have made, sell, offer for sale, copy, make derivative works of, distribute, display, disclose, perform, import and sublicense such pre-existing intellectual property.

b) Agilent will own all copyrights, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to all Products and Services delivered to Customer under these Terms.

6. **LIMITATION OF LIABILITY AND REMEDIES**

a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

b) To the extent that limitation is permitted by law, Agilent's liability to Customer is limited to US $1,000,000 for Custom, Vacuum, and Raman Spectroscopy Products and/or Services adapted to meet Customer requirements.

c) The limitations set forth in Sections "a" and "b" above will not apply to infringement claims under Section INTELLECTUAL PROPERTY CLAIMS, or to damages for bodily injury or death.

d) The remedies in these Terms are Customer's sole and exclusive remedies.

7. **INDEMNIFICATION**

Agilent will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by Agilent's gross negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and subject to the limitation of liabilities set forth in Section 6.

8. **GENERAL**

a) For purposes of Agilent's performance under this Agreement, Agilent will process non-sensitive personal data that is about an identifiable individual or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Customer and its employees, agents and subcontractors ("Customer Personal Data"), including but not limited to names, telephone numbers and email addresses. Agilent will store and use Customer Personal Data in accordance with Agilent's Privacy Statement available at https://www.agilent.com/home/privacy-policy. Customer shall ensure that Agilent's Privacy Statement is provided to its employees, agents and subcontractors. In the event that Agilent agrees to process personal data on behalf of Customer, both parties agree to comply with all applicable privacy and data protection laws, regulations and codes of practice, including but not limited to those applicable in the parties' country/ies.

b) Where Agilent processes Personal Data on behalf of Customer, unless a separate Data Processing Agreement has been agreed and executed by the Parties, the Data Processing Agreement available here shall apply :https://www.agilent.com/en/contracting-with-agilent/data-processing-agreement.

c) For purposes of Customer's performance under these Terms, Customer will process non-sensitive personal data that is about an identifiable individual employee or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Agilent and its employees ("Agilent Personal Data"), including but not limited to names, telephone numbers, email addresses and labor and EHS documentation required by law. Customer will process such personal data in accordance with applicable data protection and privacy laws.

d) Terms for Service are available at h ttps://www.agilent.com/info/service_terms, upon request, or as otherwise indicated on the quotation.

e) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.

f) Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S., EU and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List and the EU Consolidated Sanctions list as published by the European Commission, and, in particular, adhere to Art 12g Regulation (EU) No 833/2014 and Art 8g Regulation (EU) No 1865/2024 as updated, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent is entitled to suspend performance of a pending order or the contract and/or terminate the contract with immediate effect if Customer is in violation of Applicable Laws. Further information on restricted destinations can be obtained from - https://www.bis.gov/.

g) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227- 7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software- Restricted Rights).

h) Disputes arising in connection with these Terms will be governed by the laws of the State of California.

i) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

j) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

k) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Agilent shall not be liable for any damages resulting from such use.

l) These Terms and any supplemental terms applicable the order constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.

m) Agilent may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of Agilent, or its permitted successive assignees or transferees.