

Access to the Sartorius Event Platform

TERMS OF USE

BY CLICKING THE CHECK BOX AS "ACCEPT" BUTTON AND/OR ACCESSING AND USING OR CONTINUING TO USE THE PLATFORM (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 SHOULD NOT USE THE PLATFORM AND/OR DOWNLOAD ANY CONTENT AND IMMEDIATELY RETURN ALL MATERIALS AND FILES. 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 PORTAL AFTER CHANGES TO THE PROVISIONS ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH PROVISIONS AS AMENDED. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS, VISIT NOR MAKE ANY USE OF THIS WEB SITE OR THE INFORMATION OR MATERIALS INCLUDED THEREIN.

1. DEFINITIONS

Whenever used in this Agreement the following terms shall, to the extent the context does not require otherwise, have the following meaning:

"Agreement" means these SARTORIUS Terms of Use, applicable between SARTORIUS and User.

"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. Affiliates are not considered third parties under this Agreement.

"Effective Date" means the earlier of (i) the date when SARTORIUS has made available the Platform to the User, (ii) the date when User has accepted this Agreement.

"Event" means the particular event hosted by SARTORIUS on the Platform provided by a third party provider, which may vary from time to time.

"Material" means, without any limitations, any information, text, graphic, documents, files or other data available on the Platform.

"User Account" means either (i) your email address and the reference number you receive during your registration to the Event or (ii) the user name and password you use, as the case may be, and both of which to be used by you for accessing digital services and signing in to the Platform.

"Platform" means the specific Sartorius' hosted web-based event platform provided by a third party provider including all versions, and updates that Sartorius makes available to User from time to time.

"Term" means the period of time beginning on the Effective Date through an indefinite period of time the Platform is made available by SARTORIUS.

"SARTORIUS" means Sartorius Corporate Administration GmbH, a company duly incorporated and organised under the laws of Germany and having its principal office at Otto-Brenner-Str. 20, 37079 Goettingen, Germany, and/or any of its Affiliates.

"User" means the person having the right to use the Platform under the terms of this Agreement, by having created a User Account.

2. ACCEPTANCE OF TERMS AND CONDITIONS

2.1. By accessing the Platform, the User agrees to and accepts the terms as set forth in this Agreement under which User benefits from a non-exclusive right to use the Platform in accordance with the terms set out in this Agreement. This Agreement includes by reference, and User's use of the Platform is subject to, SARTORIUS' Cookie Policy and Privacy Policy for Platform, which covers how SARTORIUS collects, uses, shares, and stores information obtained by SARTORIUS through User's access and use of the Platform, including User's personal information.

2.2. These Terms of Use apply exclusively to the Events hosted on the Platform. Some associated SARTORIUS services may be subject to additional terms of use, e.g. software license agreements. The use of services from third-party providers may be subject to a separate agreement between you and the other provider(s). You are solely responsible for selecting associated services from third party providers. With regard to associated

services from third party providers, SARTORIUS refuses any responsibility for their availability, functionality, content, terms of use and/or data processing.

2.3. SARTORIUS reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address or User to the Portal.

3. TERMS OF USE

3.1. Subject to the terms and limitations in this Agreement, SARTORIUS hereby grants to User a

revocable, non-exclusive, non-transferable right to access and use the Platform, in object code only, and any provided Services and Material during the Term, on an "as-available" basis, for the agreed purposes only. This right to use the Platform is subject to any additional terms or agreements that may be applicable to the particular Services or Materials made available on the Platform.

3.2. Use, publication and/or distribution of any Material provided by SARTORIUS under this Agreement shall be subject to prior written approval (email is sufficient) and shall always include the scope of use, publication and/or distribution. For the avoidance of doubt, in case such scope has not been determined by SARTORIUS, User shall not be permitted to publish and/or distribute such files. Downloaded documents must not be shared with third parties and are intended for internal use only.

3.3. SARTORIUS hosts the event on the Platform exclusively via internet. The Platform may only be used by registered Users.

3.4. This Agreement does not include the right to permit any other person to have access to the Platform, nor permit the whole or any part of the Platform to be combined with or become incorporated in any other programs other than as set out in this Agreement. User may not pledge, assign, sublicense, lease, time share or otherwise transfer, in whole or in part, User Account for access or use of the Platform, Materials, or Services provided through the Platform, without the prior written consent of SARTORIUS.

3.5. User may use the Platform and any Services only for lawful, authorized and permitted purposes. User shall not use the Platform and any Materials in any way that (i) infringes any rights of SARTORIUS or any third

party (including without limitations privacy rights, copyrights and/or other intellectual property rights), or (ii) uploads to, or transmit from, the Platform any data, data files, or link that contains or redirects to a virus, Trojan horse, worm or other harmful component; or (iii) would be in breach of applicable laws and regulations; or (iv) authorizes or encourages any third party to do any of the foregoing.

3.6. In particular, it is prohibited to post on or transmit through the Platform any unlawful, indecent, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane data, or data 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 data 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. SARTORIUS will fully cooperate with any law enforcement authorities or court order, when it is legally obliged to do so, requesting or directing SARTORIUS to disclose the identity of anyone posting or transmitting any such data.

3.7. Unless otherwise expressly provided, Materials offered on the Platform do not constitute an offer or solicitation to conduct business in any jurisdiction. Users accessing, visiting or using the Platform must satisfy themselves that the laws of their country allow them to access the information or must refrain from accessing, visiting and/or using the Platform accordingly.

4. REGISTERING YOUR USER ACCOUNT

4.1. To register for the Event, User must complete the required (text) fields with the relevant applicable, clear and accurate information and a password (if any). All information provided during the registration process must be verifiable if SARTORIUS or third parties request information or documents relating thereto in order to provide associated services.

4.2. To access the Event the User has to create and/or use the User Account. User is responsible for protecting his/her login details for the Event from unauthorised access. In particular, User must keep the password, if any, strictly confidential. If User's password, if any, becomes known to third parties, it must be changed immediately.

5. DURATION OF THE AGREEMENT

This Agreement shall commence on the Effective Date and shall, subject to User's continued compliance with the terms of this Agreement, continue during the Term, unless earlier terminated as provided in this Agreement in section 13. This Agreement shall terminate immediately upon the earlier of (i) the expiration of the Term or (ii) termination of this Agreement, pursuant to the terms of this Agreement. User acknowledges that the Platform may automatically cease operating upon the expiration or termination of this Agreement. SARTORIUS shall have no liability for remotely terminating access to the Platform upon expiration or termination of this Agreement.

6. PROPRIETARY RIGHTS

User is aware of and accepts that the Event and any Materials are and shall remain the property of SARTORIUS, and that nothing herein shall be construed as transferring any rights whatsoever from SARTORIUS to User, except as expressly set out herein.

7. WARRANTY

WHILE SARTORIUS MAKES REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY MATERIALS CONTAINED IN THE PLATFORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SARTORIUS HOSTS THE PLATFORM, ANY SERVICES AND MATERIALS "AS IS" OR "AS PROVIDED" AND WITH ALL ITS FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF 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 PORTAL OR OTHERWISE ARISING OUT OF THE USE OF THE PORTAL.

8. LIABILITY OF USER, INDEMNITY

8.1. User shall be responsible for his/her activities related to the use of the Platform and Materials. User undertakes to indemnify and hold SARTORIUS harmless from any liability resulting from any unauthorised use of the Platform and/or Materials, copies thereof or access thereto by User or by a third party who has obtained, lawfully or unlawfully, the Materials or copies thereof from User, including, but not limited to, claims from third parties, damages, lost profits and additional license fees for SARTORIUS or other costs, including reasonable attorneys' fees.

8.2. User shall indemnify, defend and hold harmless SARTORIUS 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 any of the Indemnified Parties arising out of (a) any unauthorised use of the Platform or access thereto by User or by a third party who has obtained, lawfully or unlawfully, the access to the Platform from User, (b) User's gross negligence or wilful misconduct, or (c) User's material breach of this Agreement

9. LIABILITY OF SARTORIUS

The following shall apply with regard to SARTORIUS' liability under this Agreement:

9.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SARTORIUS 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SARTORIUS SHALL NOT BE LIABLE FOR THE CORRECT CHOICE OF PRODUCTS OR SERVICES, FOR THE PURPOSE INTENDED IN THE INDIVIDUAL CASE AND FOR THE CORRECT LINKAGE OF SUCH PRODUCTS AND SERVICES TO ONE ANOTHER OR TO ITEMS OF THE USER. THIS SHALL BE THE SOLE RESPONSIBILITY OF THE USER OR OF SUCH PERSON WHO LINKS AND INSTALLS THE PRODUCTS OR SERVICES ON BEHALF OF USER.

SARTORIUS DISCLAIMS ANY AND ALL LIABILITY FOR FAULTY AND/OR FALSE CONNECTIONS OF PRODUCTS AND SERVICES AND FOR ANY USE THAT IS NON-COMPLIANT TO APPLICABLE LAW IN THE COUNTRY OF USE.

9.2. SARTORIUS 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 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.

SARTORIUS 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.

9.3. The parties acknowledge that the limitations and exclusions of liability are reasonable in the context of this Agreement.

10. CONFIDENTIALITY

10.1. User undertakes to treat as confidential and keep secret all information contained or embodied in the Material, Platform, and the Platform documentation

received from SARTORIUS (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 12 by its employees, agents and representatives.

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

- 10.2.1. 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;
- 10.2.2. That is or becomes publicly available through no fault of the User;
- 10.2.3. That is received from a third party which has the legal right to disclose such information; or
- 10.2.4. 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.

11. TERMINATION AND EFFECT OF TERMINATIONS

- 11.1. SARTORIUS may terminate this Agreement with immediate effect for any reason or no reason, without prior notice to User.
- 11.2. Unless otherwise agreed, User may terminate this Agreement at any time with immediate effect by requesting the deletion of his/her User Account by written notice to SARTORIUS (email is sufficient).

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

11.4. 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.

12. 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.

13. WAIVER

The failure of either party hereto 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 that party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.

14. AGREEMENT AND SEVERABILITY

This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof. In the event that any term hereof should be or become invalid, this shall not affect the validity of the remaining terms hereof. Any invalid term shall be substituted by a corresponding, legally valid provision.

15. 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 located in the European Union or UK and is not a

consumer, both parties hereby consent to the exclusive jurisdiction of the courts of Goettingen, Germany. In case the User is located outside the European Union and the United Kingdom and is no consumer, all dispute, controversy or claim arising out of or relating to this Agreement or its validity shall be finally settled according to the ICC Rules of Conciliation and Arbitration without recourse to the ordinary courts of law (except as regards interlocutory relief). The place of arbitration is the place of the registered office of SARTORIUS. SARTORIUS shall be entitled at its discretion to assert its own claims at the place of the registered office of Company. The arbitral proceedings are to be held in the English language.

16. NOTICES

User agrees that SARTORIUS will provide notices and messages to User in the following ways: (1) within the Portal, or (2) sent 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.

17. IRREPARABLE HARM AND INJUNCTIVE RELIEF

User acknowledges that his/her use or disclosure of any Confidential Information or the threat to make such use or disclosure in a manner inconsistent with this Agreement, will cause SARTORIUS extensive and irreparable harm, and hereby consents

that SARTORIUS shall have the right, at any court of competent jurisdiction in any location where the Portal is being used by User, to injunctive relief to prevent the unauthorised use or disclosure.