SoftGenetics Terms and Conditions

Effective 20 November 2024.

NOTICE: PLEASE READ THESE SOFTGENETICS TERMS AND CONDITIONS (THE "**Agreement**") CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AS AN INDIVIDUAL OR AN ENTITY) AND SOFTGENETICS, LLC ("**SoftGenetics**") (EACH A "**Party**" AND COLLECTIVELY "**Parties**"). BY DOWNLOADING, INSTALLING, OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. CLICKING ON THE "ACCEPT," OR "I AGREE," BUTTON CONFIRMS YOUR ACCEPTANCE OF THE SOFTWARE AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE INSTALLING THIS SOFTWARE FOR ANOTHER USER, YOU ACKNOWLEDGE THAT THE ULTIMATE END USER HAS READ AND AGREED TO THE TERMS OF THIS AGREEMENT. IF YOU ARE INSTALLING THIS SOFTWARE FOR AN ORGANIZATION, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AUTHORIZED TO BIND THE ORGANIZATION TO THE TERMS OF THIS AGREEMENT AND ALL REFERENCES TO "**YOU**" SHALL APPLY TO SUCH ORGANIZATION. IF AN ORGANIZATION USES THIS SOFTWARE, THE ORGANIZATION AGREES TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SOFTGENETICS OBJECTS TO ANY AND ALL ADDITIONAL OR DIFFERENT TERMS SET FORTH IN ANY OTHER COMMERCIAL DOCUMENT OR YOUR PURCHASE ORDER IN THIS TRANSACTION OR ANY SUBSEQUENT RENEWAL REGARDLESS OF WHEN DELIVERED OR PROCESSED. SUCH ADDITIONAL OR DIFFERENT TERMS ARE REJECTED WITHOUT REGARD TO WHETHER ANY ADDITIONAL OR DIFFERENT TERM AMOUNTS TO A MATERIAL ALTERATION OF THE AGREEMENT. THIS AGREEMENT, WHEN EFFECTIVE, SUPERSEDES ALL PREVIOUS AGREEMENTS, UNDERSTANDINGS OR COMMITMENTS WHATSOEVER BETWEEN THE PARTIES IN RELATION TO THE SUBJECT MATTER OF THIS AGREEMENT WHETHER ORAL OR WRITTEN, AND REPRESENTS THE ENTIRE AGREEMENT BETWEEN THEM. IF YOU DO NOT AGREE TO ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, OR USE THIS SOFTWARE.

1. **Definitions.**

   1.1.   **"Computer"** means a virtual machine or a physical electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

   1.2.   **"Confidential Information"** has the meaning set forth in Section 6 (Confidential Information)

   1.3.   **"Documentation"** means technical documentation and materials designed to assist you to properly use the Software and includes any update of that documentation.

   1.4.   **"End User Data"** means the data that you upload or input into the Software and your Confidential Information, collectively.

1.5. **"Feedback"** means suggestions or recommendations for improvements, modifications or enhancements to the Software.

1.6. **"Permitted Number"** means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by SoftGenetics.

1.7. **"Perpetual License"** means a license that does not expire and may only be terminated by SoftGenetics if you violate the terms of this Agreement.

1.8. **"SoftGenetics"** means SoftGenetics, LLC State College, PA 16803

1.9. **"Software"** means (a) all of the contents of the files, delivered electronically or on physical media such as USB, with which this Agreement is provided, including but not limited to (i) SoftGenetics's or third party computer information, data, or software; (ii) Documentation; and (iii) fonts and other output mechanisms; and (b) Updates.

1.10. **"Subscription License"** means a license to the Software that is granted for the duration of the Term.

1.11. **"Term"** shall have the meaning set forth in Section 15 (Term; Termination; Suspension).

1.12. **"Updates"** means upgrades, modified versions, updates, additions, and future copies of the Software, if any, licensed to you by SoftGenetics.

2. Fees and Credit Cards

2.1. You agree to pay SoftGenetics the applicable fees for the Software within thirty (30) days of the invoice date plus all related taxes. All fees are non-cancelable and non-refundable.

2.2. Your failure to pay according to the terms of this Agreement shall be a material breach of this Agreement. SoftGenetics shall be entitled, without prejudice to its other rights and remedies under this Agreement, (i) to charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, and (ii) at its option, to suspend the provision of any Software.

2.3. If you choose to pay by credit card, you agree to the following:

   a. you authorize SoftGenetics to bill the credit card information provided for payment of the license(s);
   b. you shall provide complete and accurate credit card information as required to process payment; and
   c. if your license(s) reaches its expiration date and you do not provide notice of non-renewal, you authorize SoftGenetics to continue billing that credit card on file including extending the expiration date until SoftGenetics is

notified by you or the credit card company that the account is no longer valid.

3. **Software License.**

    3.1.   As long as you comply with the terms and conditions of this Agreement and pay all license fees for the Software, SoftGenetics grants to you a revocable, non-exclusive, non-sublicenseable, non-transferable license to install, access and use the Software solely for your internal business activities in accordance with the Documentation: (i) for your license Term, or (ii) perpetually (if applicable) without support. You will reproduce all copyright and other proprietary notices on each copy, or partial copy, of the Software and Documentation. Unless otherwise expressly agreed in writing, all Software will be delivered electronically, and the Software will be considered fully delivered and accepted upon actual download by or on behalf of you. All rights not expressly granted in this Agreement are reserved by SoftGenetics.

4. **License Restrictions.**

    4.1.   You may install and use the Software on your compatible computer. For Subscription Licenses, you may transfer your license to the Software to a separate, compatible computer provided that you may not transfer your license more than twice in a twelve-month period. You may also use the Software on a computer file server provided concurrent use does not exceed the Permitted Number. No other network use is permitted, including but not limited to, using the Software either directly or through commands, data or instructions from or to a computer not part of your internal network, for internet or web hosting services or by any user not licensed to use a copy of the Software through a valid license from SoftGenetics. For Perpetual Licenses, you may install and use the Software on only one computer and you may not transfer your Perpetual License to any other computer at any time.

    4.2.   If the Software supports multiple platforms or languages, if you receive the Software on multiple media, if you otherwise receive multiple copies of the Software, or if you received the Software bundled with other software or with an instrument, the total number of your Computers on which all versions of the Software are installed may not exceed the Permitted Number.

    4.3.   **Distribution.** You may not rent, lease, transfer, distribute, lend, or sublicense any versions or copies of the Software to another party. A separate agreement with SoftGenetics is required for any distribution or sublicensing of the Software.

    4.4.   **Backup Copy.** You may make one backup copy of the Software, provided your backup copy is not installed or used on any Computer other than for archival purposes. You may not transfer the rights to a backup copy to another party except as permitted by Section 17 (Assignment).

    4.5.   **Home Use.** You, as the primary user of the computer on which the Software is installed, may also install the Software on one of your home computers. However, the Software may not be used on your home computer at the same time the Software is being used on any other computer.

4.6. **Not for Medical Diagnostic Use.** You acknowledge and agree that the Software's results and reports are not intended to be used as Software as a Medical Device (as defined by the International Medical Device Regulators Forum) for diagnosing a disease or other condition. If you intend to use the Software as a clinical decision support tool, it is solely your responsibility to ensure that results are reviewed by a health care professional. You assume all risk for use of the Software. Further, you acknowledge that you are solely responsible for validating the Software for use in your intended applications. Due to the nature of computers, software, operating systems and installation procedures, SoftGenetics is not liable or responsible for validation of the Software in any of your applications. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM YOUR USE OF THE SOFTWARE IN VIOLATION OF THIS PROVISION.

4.7. You may not copy the Software or any portion thereof, except as set forth in this Agreement.

4.8. You agree not to (a) modify, adapt, translate, or create derivative works based on the Software, or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

4.9. Any violation of the license restrictions under this Section 4 (License Restrictions) shall constitute a material breach of this Agreement.

5. Intellectual Property Rights.

5.1. The foregoing license gives you a limited license to use the Software. SoftGenetics and its suppliers retains all rights, title and interest, including all copyright and intellectual property rights, in and to the Software and all copies thereof. The structure, organization and source code of the Software are the valuable trade secrets and Confidential Information of SoftGenetics and its suppliers. The Software is protected by copyright laws, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. As between the parties, you own all rights, title and interest in and to the End User Data. Except as expressly provided herein, SoftGenetics acquires no rights, title or interest in or to End User Data. You grant SoftGenetics a royalty-free, worldwide, non-exclusive license to use, copy, modify and distribute End User Data to provide you the Software.

5.2. You have no rights to view, examine, inspect, possess, redistribute, or any other rights to the Software source code. SoftGenetics will retain all such source code at its sole discretion.

6. Confidential Information.

6.1. Each Party agrees: (i) that it will use reasonable efforts (which shall be no less than the efforts used to protect its own Confidential Information of a similar nature) to prevent the disclosure of the other Party's Confidential Information to any person or entity, unless authorized in writing by the other Party; and (ii) that it will not use Confidential Information of the other Party for any purpose other than as authorized by this Agreement or by the other Party. As to SoftGenetics, "Confidential

Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, specifications, and the commercial terms (including pricing), and any other proprietary, financial or business information. As to you, "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software and any data uploaded to the Software by you.

6.2. Confidential Information shall not include (i) information which is or becomes publicly known through no act or omission of the receiving Party, or (ii) information rightfully obtained by the receiving Party independent of the disclosing Party without restrictions on use or disclosure, but only if the receiving Party has no knowledge that the provision of that information is wrongful. It shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each Party shall, in advance of any such disclosure promptly notify the other Party in order to enable the other Party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

7. **Feedback.** You may provide Feedback from time to time during the term of the Agreement. All such Feedback are provided "AS IS." You hereby grant to SoftGenetics a non-exclusive, royalty-free, perpetual, irrevocable license under all Feedback and all intellectual property rights therein, to copy, use and modify such Feedback and to make, have made, use, import, offer to sell and sell products and services incorporating such Feedback.

8. **Trademarks.** Trademarks shall be used in accordance with accepted trademark practice, including identification of trademarks owners' names and prohibition on the removal, deletion, obfuscation, or other changes to trademarks. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that trademark. SoftGenetics and other owners of any trademarks contained in the Software reserve all rights to limit and/or condition use of any of their trademarks.

9. **Indemnity.** You agree to hold harmless, indemnify and defend SoftGenetics, its officers, directors, employees, agents, and affiliates from and against any claims, demands, losses, damages, fines and expenses (including attorney's fees and costs) arising out of (i) your use of the Software, any instrument on which the Software is operating, and related Documentation; (ii) End-User Data; and (iii) use of the Software or any instrument on which the Software is operating in violation of another party's rights or in violation of any applicable law.

10. **Updates and Modifications**

10.1. SoftGenetics may provide Updates to the Software, including, but not limited to, for legal or technical reasons to revise, improve and/or optimize the Software. Such Updates may delete or change the nature of features or other aspects of the Software, including functions you may rely upon. You acknowledge and agree that Updates may occur at SoftGenetics's sole discretion and that SoftGenetics may condition continued use of the Software upon your complete installation or acceptance of such Updates. Any Updates shall be deemed to be, and shall constitute part of, the Software for purposes of this Agreement. If the Software is an Update to a previous version of the Software, you must possess a valid license to such previous version in order to use the Update. Unless prohibited by SoftGenetics, you may continue to use the previous version of the Software on your Computer after you receive the Update to assist you in the transition to the Update, provided that: (i) the Update and the previous version are installed on the same Computer; (ii) the previous version or copies thereof are not transferred to another party or Computer unless all copies of the Update are also transferred to such party or Computer; and (iii) you acknowledge that any obligation SoftGenetics may have to support the previous version of the Software may end upon availability of the Update.

10.2. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM YOUR FAILURE TO INSTALL AND USE THE MOST RECENT VERSION OF THE SOFTWARE AS SOFTGENETICS MAKES THEM AVAILABLE. NOTWITHSTANDING THE FOREGOING, SOFTGENETICS MAY REQUIRE AN UPDATE IN ORDER TO COMPLY WITH APPLICABLE LAWS OR LEGAL OBLIGATIONS AND SOFTGENETICS SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES ARISING FROM YOUR FAILURE TO INSTALL OR ACCEPT ANY UPDATE OR PATCH THAT SOFTGENETICS MAKES AVAILABLE.

11. **Third Party Software.** Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file located near such materials. If the Software is used to connect with or download information from any other software program, system, or database, you agree that SoftGenetics does not control the features, operations, or information practices of any third party websites, computer systems, or databases. SoftGenetics has an exclusive license from Rutgers University to supply NOCIt software. NOCIt is under patent protection Rutgers Docket Number(s): 2013-124, 2019-061, MIT Docket Number(s): 16949J, Boston University Docket Number(s): BU-2013-0183 Primary Innovator Catherine Grgicak METHOD FOR DETERMINING THE NUMBER OF CONTRIBUTORS TO A FORENSIC DNA SAMPLE 15/027,868 10/7/2014 US 10,504,614 12/10/2019 Catherine M. Grgicak, Desmond Lum, Harish Swaminathan, Muriel Medard.

12. **LIMITED WARRANTY.** SoftGenetics warrants to the person or entity that purchases a license for the Software for use pursuant to this Agreement that the Software will perform substantially in accordance with the Documentation for a period of thirty (30) days following receipt of the Software when used on the recommended hardware configuration. Any non-substantial variation of performance from the Documentation

does not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UNAUTHORIZED USE, UPDATES, SOFTWARE THAT HAS BEEN MODIFIED OR CONVERTED INTO OTHER FORMATS, PRE-RELEASE (BETA), TRYOUT, PRODUCT SAMPLER, OR NOT-FOR-RESALE (NFR) COPIES OF THE SOFTWARE. To make a warranty claim, you must provide SoftGenetics written notice of such non-conformance with reasonable detail within the (30) day warranty period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of SoftGenetics and your sole and exclusive remedy shall be limited to either, at SoftGenetics option: (1) the replacement of the Software, or (2) the refund of the license fees you paid for the Software. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

13. **DISCLAIMER.** THE FOREGOING LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDIES FOR SOFTGENETICS'S OR ITS SUPPLIER'S BREACH OF WARRANTY. SOFTGENETICS AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE, MERCHANTABILITY OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, YOU ACKNOWLEDGE AND AGREE THAT SOFTGENETICS HAS MADE NO OTHER EXPRESS WARRANTIES TO YOU REGARDING THE SOFTWARE AND THAT THE SOFTWARE IS BEING PROVIDED TO YOU "AS IS' WITHOUT WARRANY OF ANY OTHER KIND. SOFTGENETICS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. SOFTGENETICS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, NONINFRINGEMENT, INTEGRATION, OR SATISFACTORY QUALITY.

14. **LIMITATION OF LIABILITY.**
    14.1. IN NO EVENT WILL SOFTGENETICS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR COVER DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, USE OR DATA, LOST SAVINGS, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, WORK STOPPAGE, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SOFTGENETICS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

    14.2. SOFTGENETICS'S TOTAL AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY YOU TO SOFTGENETICS IN

THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

15. Term; Termination; Suspension

    15.1. The initial term of the Agreement begins upon the provision of access to the Software and continues for one (1) year ("Term"), unless otherwise agreed to in writing by the Parties. The Term shall automatically renew and extend for an additional one (1) year period and such renewals shall likewise be repeated for successive extensions upon expiration of each renewal Term unless either Party provides written notice to the other Party of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term.

    15.2. SoftGenetics may suspend or temporarily disable your access to all or part of the Software in the event of: (i) any suspected illegal activity or requests by law enforcement or other government agencies; or (ii) violation of any of the terms of the Agreement, including non-payment. Objections to suspension or disabling of accounts should be made to info@softgenetics.com within thirty (30) days of notification of the suspension or disabling.

    15.3. This Agreement shall automatically terminate sixty (60) days after expiration of all licenses purchased pursuant to this Agreement.

    15.4. SoftGenetics may terminate a suspended or disabled account after thirty (30) days. In addition, In the event of termination by reason of your failure to comply with any part of this Agreement, or upon any act which shall give rise to SoftGenetics's right to terminate, SoftGenetics shall have the right, at any time, to terminate the license(s), deny access to the Software, delete account information (including but not limited to email IDs and passwords), and/or take immediate possession or confirm destruction of the Software and Documentation and all copies wherever located, without demand or notice. Within five (5) days after termination of the license(s), you will return to SoftGenetics the Software in the form provided by SoftGenetics or as modified by you, or upon request by SoftGenetics destroy the Software and all copies, and certify in writing that they have been destroyed. Without limiting any of the above provisions, in the event of termination as a result of your failure to comply with any of its obligations under this Agreement, you shall continue to be obligated for any payments due. Termination of the Software license shall be in addition to and not in lieu of any equitable remedies available to SoftGenetics.

16. Export Rules. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran Iraq, Syria, Sudan, Libya, Cuba, North Korea, Serbia and Crimea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

17. **Assignment.** Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, SoftGenetics may subcontract the provision of Software in whole or in part to a SoftGenetics affiliate. Any purported assignment or transfer in violation of this Section is void.

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Pennsylvania, USA. In each case, this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. **U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND.** This Software and the Documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this EULA and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: SoftGenetics.

20. **General Provisions.**
    20.1. Notices. Any notice hereunder shall be in writing to the notice address set forth below and shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); (c) three (3) days after it is received if sent by next day delivery, signature required, by a major commercial delivery service; or (d) for email, on the date of the device from which the sender sent the email provided that the sender did not receive an automated response indicating the email was not delivered. If you have any questions about this Agreement, or if you wish to contact SoftGenetics for any reason, please write to SoftGenetics at the following address:

    SoftGenetics, LLC
    225 Franklin St.
    Fl. 26.
    Boston, MA 02110
    United States of America
    Attention: Legal Department

    20.2. **Entire Agreement.** This is the entire agreement between you and SoftGenetics regarding the license of the Software, and it supersedes any prior

representations, discussions, undertakings, communications, or advertising related to the Software.

20.3. Modifications. To the maximum extent permitted by law, SoftGenetics reserves the right, at its sole discretion, to add, amend or delete any part of this Agreement, and any such variation of terms and conditions shall be deemed as accepted by you and/or any authorized user downloading, installing or running a version of the Software that references the updated terms and conditions.

20.4. Publicity. You agree that SoftGenetics may identify you as a recipient of the Software and use its logo in sales presentations, marketing materials, press releases and financial presentations provided that SoftGenetics uses your logo in accordance with your logo guidelines.

20.5. Severability. If any provision of this Agreement shall be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to have been deleted from this Agreement and the Parties intend to remain bound by the remaining, enforceable provisions.

20.6. Force Majeure. A Party to this Agreement will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, pandemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both Parties shall use reasonable efforts to mitigate the effect of a force majeure event.

20.7. You acknowledge and agree that in entering into this Agreement you do not rely on any statement, representation (whether innocent or negligent), assurance or warranty (whether or not in writing) of SoftGenetics or any other person (whether or not Party to this Agreement) other than as expressly set out in this Agreement. You specifically agree that you have not relied upon and your purchase of licenses is not contingent upon the future availability of any Software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in this Agreement.

20.8. Survival. All provisions of this Agreement that require or that can reasonably be inferred by their terms to survive the termination or expiration of this Agreement shall so survive.

20.9. Waiver. The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.

20.10. Relationship of the Parties. Each Party is an independent contractor in the performance of this Agreement and is solely responsible for all of its employees

and agents and its labor costs and expenses arising in connection with this Agreement.

20.11. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

20.12. Headings. Section headings are for convenience only and shall not be construed as part of this Agreement, nor shall they define or limit any of the terms or provisions hereof.