



SUNP BIOTECH

## END-USER AGREEMENT

END-USER AGREEMENT FOR PRODUCTS MANUFACTURED, LOANED, LEASE, AND/OR SOLD BY SUNP BIOTECH AND AFFILIATES.

**IMPORTANT – READ CAREFULLY:** This End-User Agreement (“EUA”) is a legal agreement between the **end-user** (“you”, “You” (either an individual or, if purchased or otherwise acquired by or for an entity, an entity)) and SunP Biotech, LLC (“SunP”) for the SunP equipment manufactured and/or sold by SunP that accompanies this EUA, which may include associated media, printed materials, “online” or electronic documentation, proprietary protocols and databases, and Internet-based services (“Equipment”). An amendment or addendum to this EUA may accompany the Equipment.

A copy of this EUA is available to you if requested in writing. In the event of any errors, omissions or other discrepancies between this EUA, and any amendments or addendums accompanying this EUA, and the EUA made available by SunP, the terms of the latter shall control.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EUA BY INSTALLING OR IN ANY WAY USING SUNP EQUIPMENT. IF YOU DO NOT AGREE, DO NOT INSTALL OR IN ANY WAY USE THE EQUIPMENT; YOU MUST RETURN THE EQUIPMENT TO SUNP WITHIN FOURTEEN (14) DAYS. YOU MAY BE ELIGIBLE FOR A REFUND ACCORDING TO THE TERMS OF YOUR PURCHASE AGREEMENT.

### **1. AUTHORIZATION:**

SunP grants you a single non-transferable and non-exclusive authorization to use the Equipment subject to all the terms and conditions of this EUA. All rights not specifically granted to you by this EUA shall remain with SunP. No rights are granted to you to sub-authorize, sublicense, rent or market the Equipment. No rights are granted to you under any patents, patent applications, trade secrets or other proprietary rights.

### **2. RESTRICTIONS:**

ALL EQUIPMENT PROVIDED TO YOU UNDER THIS EUA SHALL BE USED SOLELY FOR RESEARCH PURPOSES AT YOUR INSTITUTIONAL FACILITIES ONLY.

ALL PUBLISHED WORK WHICH HAS/HAD USED THE EQUIPMENT, MUST REFERENCE THE MANUFACTURER.

Equipment is to be used only under your direction. You shall not provide access, directly or indirectly, to the Equipment via the Web or any Internet application, or any sharing method or system unless explicitly allowed in your purchase agreement. You may not rent, lease, or loan the Equipment, use the Equipment for supporting third party use of the Equipment, time share the Equipment or provide service bureau use. You may not in any way clone, reverse engineer, decompile, or disassemble the Equipment, except and only to the extent that such activity is expressly permitted by this EUA and by applicable law notwithstanding this limitation. Disassembly, changes or modifications to the Equipment not expressly

approved by SunP could void the user's warranty and authority to operate the equipment. Any OEM equipment provided by SunP and integrated into **your equipment** (e.g. Bioprinters) may not be disassembled from the **equipment**. Further SunP does not warrant that any OEM equipment will operate independently of the **equipment**.

### **3. MAINTENANCE SERVICE:**

During any paid applicable (if any/applicable) Maintenance Service term, SunP shall provide service for the Equipment consisting of: delivering subsequent releases of the Equipment, if any; exerting reasonable efforts to both (a) provide, within a reasonable time, and workarounds. During this same paid Maintenance Service term, you shall also be entitled to receive technical support for the current release of the Equipment.

### **4. CONFIDENTIALITY AND NON-DISCLOSURE:**

Provisions of this Article shall survive any termination of this EUA.

#### *a. Equipment and/or Software*

You acknowledge that all Equipment accompanying this EUA are proprietary products of SunP or its suppliers. All Equipment shall remain the property of SunP. You will not disclose or otherwise make available to any third party the Equipment, any modified or derived works therefrom, or information contained therein, in any form, except to your employees and users for purposes limited to and specifically related to your use of the Equipment in accordance with this EUA. You shall take appropriate action by instruction or signed agreements with such employees and users to satisfy your obligations under this EUA. If for any reason you or your employees or users gain access to SunP materials containing any confidential or proprietary marking, to which you do not have a right of access under a written agreement between you and SunP, you agree to not examine, use, copy, or keep such items, but shall return them promptly to SunP. Your obligations of confidentiality and nondisclosure shall apply to all forms of Equipment received.

#### *b. Injunctive Relief*

Because harm not adequately compensable might result from unauthorized disclosure of proprietary or confidential information, SunP may seek injunctive relief if you breach your obligations of confidentiality and nondisclosure under this EUA.

### **5. PATENT AND COPYRIGHT:**

All or parts of the Equipment may have been patented or copyrighted by SunP. Patent or copyright information may be request in writing.

### **6. WARRANTY:**

See Manufacturer's warranty policy for coverage.

### **7. DISCLAIMER OF WARRANTIES, LIABILITIES, INDEMNIFICATION:**

The limited warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations, if any, created by any advertising, documentation, packaging, or other communications.

SUNP MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUNP WILL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THIS EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SPECIFICALLY, SUNP IS NOT LIABLE FOR ANY COSTS, SUCH AS LOST PROFITS OR REVENUE, LOSS OF EQUIPMENT, LOSS OF

SOFTWARE, LOSS OF DATA, COSTS OF SUBSTITUTES, CLAIMS BY THIRD PARTIES, PERSONAL INJURY OR OTHERWISE, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE SUNP EQUIPMENT, HOWEVER CAUSED. SUNP DOES NOT WARRANT THAT THE OPERATION OF THE SUNP EQUIPMENT WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SUNP OR A SUNP AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY BEYOND THAT SPECIFIED IN THIS EUA.

SUNP SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM WHICH IS BASED UPON THE USE OF THE EQUIPMENT, OR ANY PART OF IT, IN CONNECTION WITH EQUIPMENT, SOFTWARE, OR DEVICES NOT FURNISHED BY SUNP, OR IN ANY MANNER FOR WHICH THE EQUIPMENT WAS NOT DESIGNED, OR IN ANY MANNER FOR WHICH THE EQUIPMENT HAS BEEN MODIFIED BY OR FOR YOU.

YOU ARE RESPONSIBLE FOR THE SELECTION OF EQUIPMENT TO ACHIEVE ITS INTENDED RESULTS, USE OF THE EQUIPMENT, AND THE RESULTS OBTAINED THEREFROM. YOU AGREE TO INDEMNIFY AND HOLD SUNP AND ITS SUPPLIERS HARMLESS WITH RESPECT TO ALL CLAIMS, INCLUDING THOSE BY THIRD PARTIES, ARISING OUT OF YOUR USE OF THE RESULTS OF OPERATION OF THE EQUIPMENT.

**8. TERM:**

See Term Sheet or Purchase Agreement.

**9. TERMINATION:**

This EUA is effective until terminated. Termination of this EUA shall not relieve you of any obligations under any invoiced fees. Upon termination of this EULA you must promptly return all Equipment to SunP.

This EUA may be terminated automatically without notice from SunP as follows:

- a. by you any time; or by either
- b. non-payment by you of any amount due under applicable invoices for the Equipment, which non-payment continues for a period of ten (10) days; or
  - i. non-performance by you of any other term or condition of this EUA, or of any other agreement between you and SunP related to the Equipment, subject to the provisions of this EUA.

**10. ASSIGNMENT:**

You may not assign this EUA without the written consent of SunP.

**11. APPLICABLE LAW:**

This EUA shall be deemed to have been made in State of New Jersey and is governed by, and construed and enforced in accordance with, the laws of Cherry Hill Township, United States, and the federal laws applicable therein. You and SunP attorn to the non-exclusive venue and jurisdiction of the Courts of Cherry Hill in respect of any matter or dispute arising from this EUA and its subject matter.

**12. SURVIVAL OF AGREEMENTS:**

Notwithstanding the termination or completion of this EUA, all indemnities, warranties, restrictions and duties of confidentiality and non-disclosure in this EUA will continue in full force and effect to the extent required for their full observance and performance.

**13. ENTIRE AGREEMENT; GOVERNING LANGUAGE:**

This EUA, including any amendments and addendums that may accompany it, constitute the entire agreement between you and SunP related to the Equipment and any related support services, and supersedes all prior or contemporaneous oral and written communications, proposals and representations of any kind with respect to the Equipment, and any other subject matter covered by this EUA. The terms and conditions of any subsequent invoice, waiver, amendment or other such agreement used by SunP in connection with this EUA shall be considered valid and enforceable to the extent that such terms and conditions can be interpreted as consistent with this EUA. If such terms and conditions cannot be interpreted as consistent with this EUA, the terms of this EUA shall control. If any provision of this EUA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

**By using the equipment, you acknowledge that you have carefully read and understand the provisions of this Agreement, and understand that you have the right to seek independent advice at your expense or to propose modifications prior to agreeing to the Agreement and have negotiated proposed modifications to the extent you deemed necessary. You represent and warrant that you have entered into this Agreement voluntarily and after consulting with whomsoever you wished.**