

Terms of Service

Effective 10 June 2025

- General Terms
- Attachment 1 – Additional Terms for Software Licenses
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PLEASE READ CAREFULLY BEFORE USING THE PRODUCTS: GRAPHPAD SOFTWARE, LLC ("GRAPHPAD") IS WILLING TO LICENSE ITS PRODUCTS ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT (THE "AGREEMENT"). BY INSTALLING, UPLOADING, ACCESSING OR OTHERWISE USING ALL OR ANY PORTION OF OUR PRODUCTS, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND ALL REFERENCES TO "YOU" SHALL APPLY TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT INSTALL, UPLOAD, ACCESS OR OTHERWISE USE THE PRODUCT. GRAPHPAD MAY IN ITS SOLE DISCRETION AND IN ACCORDANCE WITH APPLICABLE LAWS DENY ACCESS OR USE OF ANY PRODUCT TO ANY PERSON OR ENTITY.

General Terms

Definitions

"Cloud Service" means the software made available by GraphPad via a SaaS model.

"Confidential Information" means any information, regardless of form that is not public knowledge and that is obtained directly or indirectly from either party in the course of, or in connection with, your acceptance of this Agreement and your use of the Product.

"Feedback" means suggestions or recommendations for improvements, modifications or enhancements to the Product.

"Product" means either the Software or Cloud Service as made available by GraphPad.

"Term" means the duration of the subscription period mutually agreed to by the parties.

"Software" means the on-premise computer program in which this Agreement is embedded, and any updates or error corrections thereto provided by GraphPad.

"User Documentation" means the user and technical documentation designed to assist you to properly use the Product, and includes any update of that documentation.

"You" means you personally if you license the Product for yourself, or the company or other legal entity for which you license the Product (but not the affiliates, subsidiaries or other related legal entities of such company or legal entity).

Agreement Structure. Access to the features and functionality of the Product is made available to you through either on-premises licensing or via a SaaS model depending on the products licensed. This Agreement may refer to that software platform, whether delivered through an on-premises license or made accessible via a SaaS model, as the "Product."

You acknowledge that the Product is subject to terms and conditions in addition to, or that vary from, those specified in these Terms. In particular, (i) all purchases of on-premises licenses are subject to the Additional Terms and Conditions for Product Licenses; and (ii) all purchases of Access Rights to Cloud Services are subject to the Additional Terms and Conditions for Cloud Services Attachment (each of the foregoing attachments, a "Schedule Attachment"). By executing any agreement which incorporates these Terms, or by accepting and/or using the relevant Product or making payment for the same, you agree to abide by the terms and conditions set forth in the applicable Schedule Attachment, as indicated above, you acknowledge that each Schedule Attachment forms an integral part of the Agreement. The use of pre-printed forms, including, but not limited to, purchase orders, e-mail, or acknowledgements, shall be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect.

If there is a conflict among the Terms, a Schedule Attachment, or other written agreement incorporating these Terms, the following rules of interpretation apply: (i) the terms of a Schedule Attachment prevail over any conflicting terms in these Terms, but only with respect to the Product that are subject to that Schedule Attachment; and (ii) both the Schedule Attachment and Terms shall prevail over any conflicting terms in any other agreement, unless such agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or terms. Each Product must be purchased separately, and a license to either the Software or Cloud Services does not entitle you to access or use of other products unless you have purchased a subscription.

Fees. A subscription allows individuals authorized by you to access the Product ("Authorized User"). A subscription may be procured through the GraphPad interface (i.e. online checkout process), or in some cases, via an order form entered into between you and GraphPad (hereafter, the "Order Form"). Please see [How to Buy](#) for more information on procuring subscriptions and adding new Authorized Users.

If you are purchasing via credit card, debit card or an online payment processor (e.g., PayPal), you will need to (1) enter your billing account information, (2) select a monthly, or annual subscription and (3) select the number of Authorized Users. Please note that by paying via credit card, you are agreeing to pay and authorize GraphPad to automatically charge your credit card the applicable fee shown on the Order Form each month (or year if applicable) unless and until you provide notice of non-renewal. All fees are non-cancelable and non-refundable.

Subscription fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, accessible by any jurisdiction (collectively, "Taxes"). You agree that the transaction contemplated by this Agreement is the sale of standard software and therefore you shall not withhold any amounts due under the invoice. You are responsible for paying all Taxes associated with your subscription.

General Restrictions. You agree and acknowledge that, unless enforcement is prohibited by applicable law (and then only to the extent prohibited by applicable law), the following actions are expressly prohibited:

(1) You may not permit any third party to parse any proprietary elements of the Product, including, but not limited to, proprietary file types such as .pzfx or .prism files, for any commercial purpose.

(2) You may not (and may not permit any third party to) decompile, disassemble or reverse engineer the Product.

(3) You may not attempt to reduce the number of licenses that you need by multiplexing or pooling (hardware or software to pool connections, reroute information, or reduce the number of devices or users that directly access or use the software).

(4) You may not install the Software on network servers, and may not use any kind of remote access software to control and view the software running on one computer from another computer or terminal.

(5) You may not modify, translate, adapt, arrange or create derivative works of the Product or the User Documentation.

(6) You may not sell, transfer, rent, lease, loan, or otherwise distribute all or any portion of the Product, the User Documentation or any other rights granted to you in this Agreement.

(7) Except as otherwise expressly provided in this Agreement, you may not allow access to the Product or the User Documentation in connection with a web hosting, commercial time sharing, service bureau, or similar service.

(8) You may not remove, alter or obscure any copyright or other proprietary notices, labels or marks from the Product or the User Documentation.

(9) You may not otherwise access, install or otherwise use or copy the Product or the User Documentation other than in strict compliance with the terms of this Agreement.

(10) You may not use the Product in medical diagnosis or treatment, or in applications or systems where the Product's failure to perform can reasonably be expected to result in significant physical injury, property damage, or loss of life.

Third Party Links. The Product may contain links to websites or incorporate services controlled by parties other than GraphPad. GraphPad is not responsible for and does not endorse or accept any responsibility for the contents or use of these third-party websites or services. GraphPad is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by GraphPad of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by GraphPad. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature

Confidential Information. 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 these Terms or by the other party. As to GraphPad, 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 Product that are not available to the general public via the public internet (including screenshots of the same), future product plans, User Documentation, and the commercial terms (including pricing), and any other proprietary, financial or business information. As for 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 Product and any data uploaded to the Product by you.

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 gained by the receiving party independent of the disclosing party. It shall not be a breach of these Terms 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 these Terms; 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

All Rights Reserved. Title to and ownership of the Product, the User Documentation and all related intellectual property are retained by GraphPad. The Product is confidential and the Product and the User Documentation are copyrighted. The Product and the User Documentation are licensed to you, not sold. All rights of every kind that are not expressly granted to you in this Agreement are entirely and exclusively reserved to GraphPad. You have no rights to view, examine, inspect, possess, redistribute, or any other rights to the Product source code. GraphPad will retain all such source code at its sole discretion.

Feedback. You may provide Feedback from time to time during the term of the Agreement. All such Feedback is provided "AS IS." You hereby grants to Graphpad 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.

DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS AGREEMENT, GRAPHPAD MAKES, AND YOU RECEIVE, NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SOFTWARE AND THE USER DOCUMENTATION. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH YOU CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, GRAPHPAD SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, GRAPHPAD DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION, MAY APPLY TO YOU.

Indemnification. You agree to defend, indemnify, and hold harmless GraphPad and its third party providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF PROFITS, REVENUE, OR DATA; BUSINESS INTERRUPTION, OR COST OF COVER. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A PRODUCT, USER DOCUMENTATION, OR THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.

Term and Termination. Unless otherwise agreed to in writing by the parties, all subscriptions will automatically renew for a period equal to the preceding Term length. Either party can give the other party written notice of non-renewal at least thirty (30) days before the end of the current Term to prevent the subscription from automatically renewing. You acknowledge and agree that GraphPad may withhold license keys, serial numbers, or otherwise temporarily restrict access to the account until you have paid all fees due for the subsequent renewal term. Additionally, either party may terminate this agreement immediately upon written notice at any time if: (i) the other Party commits a non-remediable material breach of this Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of the breach; or (ii) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding.

LIMITED AVAILABILITY AND EXPERIMENTAL FEATURES

YOU MAY BE INVITED TO, OR BE ELIGIBLE TO, USE A PRISM FEATURE (ALSO DENOTED AS “PRODUCT” OR “RELEASE”), THAT IS IN DEVELOPMENT OR EARLY PREVIEW (DENOTED AS “LABS”, “BETA RELEASE”, “BETA FEATURE”, “BETA PRODUCT”, “EXPERIMENTAL FEATURE” OR SIMILAR). GRAPHPAD SHALL HAVE NO LIABILITY UNDER THESE TERMS OF SERVICE, ARISING OUT OF, OR RELATED TO ANY LIMITED AVAILABILITY OR EXPERIMENTAL FEATURE BY YOU OR YOUR AUTHORIZED USERS. ANY USE OF THESE FEATURES WILL BE SOLELY AT YOUR OWN RISK AND MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS SPECIFIED BY GRAPHPAD. GRAPHPAD MAY CHANGE ASPECTS OF THESE FEATURES AT ANY TIME, INCLUDING PRIOR TO GENERAL RELEASE. GRAPHPAD IS NOT OBLIGATED TO PROVIDE

SUPPORT FOR THESE FEATURES WHILE THEY REMAIN IN LIMITED AVAILABILITY OR EXPERIMENTAL STATUS AND GRAPHPAD MAY, AT ITS SOLE DISCRETION, CEASE PROVIDING THESE FEATURES AVAILABLE FOR USE WITH THE SERVICE AT ANY TIME. GRAPHPAD RESERVES THE RIGHT TO INVITE AND EXCLUDE SELECT CUSTOMERS TO ACCESS LIMITED AVAILABILITY AND EXPERIMENTAL FEATURES SUBJECT TO CERTAIN OPERATIONAL CONSIDERATIONS AND FEATURE CAPABILITIES.

Export Controls and Sanction Compliance. You understand that the Products under this Agreement are subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the United States Department of the Treasury's Office of Foreign Assets Control and the United States Department of State. In connection with this Agreement, each party will comply with all applicable import, sanctions, anti-boycott, export, and trade control laws and regulations, including all such laws and regulations that apply to a U.S. company and/or to U.S.-origin goods and technology. You represent and warrant that neither you nor your financial institutions nor any party acting on your behalf are (i) located, organized, or resident in a jurisdiction that is the target of comprehensive sanctions (including Cuba, Iran, Syria, North Korea, or the occupied Ukrainian territories of Crimea, Donetsk, and Luhansk); (ii) the target of sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the List of Specially Designated Nationals List and Blocked Persons, and the Foreign Sanctions Evaders List of maintained by the U.S. Department of Treasury, and the Entity List and Military End-User List of maintained by the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority; (iii) owned 50% or more or controlled by a person described by (i) or (ii); or (iv) not directly or indirectly involved in the development, production, stockpiling or use of chemical and/or biological weapons. Any breach of this Section is a material breach of these Terms and we may immediately terminate these Terms.

U.S. Government Restricted Rights. The Product and accompanying User Documentation are "commercial items" and are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations ("FAR") and its successors and 48 C.F.R. 227.7202 of the Department of Defense FAR Supplement ("DFARS") and its successors. Consistent with the FAR, DFARS and related laws, any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying User Documentation by the United States Government shall be governed

solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement

Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, U.S.A. without giving effect to the conflict of laws principles thereof, excluding the UN Convention on Contracts for the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with these Terms of Use or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware. The choice of law and exclusive venue in Delaware applies to you regardless of where you are accessing the Website from even if you are accessing the Website from outside of the United States of America.

Entire Agreement. This Agreement sets forth the entire understanding of you and GraphPad relating the subject matter hereof and supersedes any and all other previous or contemporaneous communications, agreements, representations, warranties or advertising with respect to the Product and User Documentation.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

No Waiver. No term or provision hereof will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No waiver (whether express or implied) will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

Publicity. You agree that GraphPad may identify you as a recipient of the Product and use your logo in sales presentations, marketing materials, press releases and financial presentations provided that GraphPad uses your logo in accordance with your logo guideline (if any).

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, GraphPad may

subcontract the provision of Service in whole or in part to a GraphPad affiliate. Any purported assignment or transfer in violation of this section is void.

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 these Terms.

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

Language. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

Notices. GraphPad may give notice by means of a general notice on the website, app, or by electronic mail to your e-mail address on record in GraphPad's account information. All notices shall be deemed to have been given four days after mailing or 36 hours after sending by email or posting to the Website.

Furthermore, GraphPad complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to the GraphPad designated agent via graphpad.com/go/support or via registered US mail sent return receipt to: DMCA Compliance Agent, GraphPad Software, LLC, 225 Franklin Street. FL. 26 BOSTON, MA 02110, USA.

You may give notice to GRAPHPAD at any time by letter sent by registered mail with return receipt to: GraphPad Software, LLC, 225 Franklin Street. FL. 26 BOSTON, MA 02110, USA.

Attachment 1 – Additional Terms for Software Licenses

Definitions

1. **"Authorized Number of Seats"** means the quantity of Computers or Users that the Software may be loaded on or activated, collectively as indicated on your invoice for the Software and determined by the License type.
2. **"Computer"** means computers, including desktop or laptop computers, or file servers, used for general computing functions (such as, but not limited to, word processing, e-mail, general purpose Internet browsing and office suite productivity tools).
3. **"Update"** means upgrades, patches, updates or enhancements to the Software made available by GraphPad.
4. **"Users"** means individual natural persons as identified by their email addresses.

License Grant

Subject to the terms and conditions of this Agreement, GraphPad grants to you a nonexclusive, non transferable, non-sublicensable, limited license to: (i) install and use the Software; and (ii) to access and use the Software solely for your internal business activities. You will reproduce all copyright 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. The Software is protected by the copyright laws of the United States and other countries. All rights not expressly granted in this Agreement are reserved by GraphPad. The term of the license depends on what you downloaded or purchased.

1. The free trial (demo) license may be used for a period of 30 days from the date that you receive it. After that, it may be used to view (but not edit) Prism files. Any attempt to defeat the time-control disabling function in the Software is a material breach of this Agreement and a violation of intellectual property law.
2. A perpetual license does not expire, and may only be terminated by GraphPad if you violate the terms of this Agreement. Upgrades to newer versions are not included. Each perpetual license may be installed on one computer. If that computer is used exclusively by one person and not shared with others, then that person may also install the Software on a second computer, also used exclusively by him or her. Furthermore, GraphPad does not guarantee any software updates after the time of purchase, and you agree to waive all claims to any available software updates

(including, but not limited to, bug fixes and minor features) released beyond one year after your original license purchase date.

3. A personal subscription lasts for the term as indicated on your invoice for the Software, and may only be terminated earlier by GraphPad if you violate the terms of this Agreement. A personal subscription may be installed and activated twice, on computers used solely by the subscriber and may not be reassigned. Upgrades to newer versions during the term of the license are included. You acknowledge that (i) your right to install and use the Software is limited to the term of your license, (ii) the Software is designed to cease to function upon expiration of the term of your license if the term is not renewed, and (iii) you may generally renew your license, but the terms, including the fees, upon which the Software may be licensed upon a renewal are subject to change by GraphPad at its sole discretion. Any attempt to defeat the time-control disabling function in the Software is a material breach of this Agreement and a violation of intellectual property law.
4. A group subscription license lasts for the period of time for which you subscribed as indicated on your invoice for the Software, and may only be terminated earlier by GraphPad if you materially breach the terms of this Agreement. Your license is set to activate the software according to the Authorized Number of Seats. Upgrades to newer versions during the term of the subscription are included. You acknowledge that (i) your right to install and use the Software is limited to the term of your license, (ii) the Software is designed to cease to function upon expiration of the term of your subscription if the subscription is not renewed, and (iii) you may generally renew your license, but the terms, including the fees, upon which the Software may be licensed upon a renewal are subject to change by GraphPad at its sole discretion. Any attempt to defeat the time-control disabling function in the Software is a material breach of this Agreement and a violation of intellectual property law.

Viewer Mode. The Software may be used in viewer mode without a paid license.

Functionality in restricted mode is limited and Prism makes no guarantee of availability of or continued availability of specific features. Notwithstanding that the functionality is limited and the Software is used without a License Key, the terms and conditions of this Agreement shall still apply to such use.

Restrictions and Obligations

1. Copy Restrictions: The Software and the accompanying manual are copyrighted by GraphPad. Unauthorized copying of the Software, including modifications of the Software or programs in which the Software has been merged or included with other

software products is expressly forbidden. Customer may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to comply with the terms of this License. Subject to these restrictions, Customer may make one copy of the Software, solely for backup purposes. Customer must reproduce and include the copyright notice on the backup copy.

2. **Transfer Restrictions:** Any authorized transfer of the Software shall be subject to the provisions of this Agreement. In no event, may you transfer, assign, rent, lease, sell, or otherwise dispose of the Software on a permanent or temporary basis except as expressly provided herein.
3. **Customer Obligations:** Customer agrees to secure and protect the Software, License Key(s) (if any), User Credential(s) (if any), Documentation and copies thereof in a manner consistent with the maintenance of GraphPad's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software to satisfy its obligations hereunder. Customer will not remove any proprietary notices or labels on the Software.
4. **Privacy and Data Collection:** GraphPad may collect certain personal information from Customer and/or the Authorized User as a consequence of entering into this Agreement. In providing said information, Customer is consenting to GraphPad holding a copy of this information. GraphPad will not disclose this information to any third parties without the Customer's express permission, unless required to do so by operation of law, with the exception that GraphPad may share the information with authorized resellers of the Software for the sole purposes of enabling such resellers to service and support selected GraphPad customers, any such reseller to be contractually bound to the same privacy and non-disclosure obligations with respect to the information as GraphPad.
5. **No Trademark License:** The GraphPad software and any associated materials are being licensed to the Customer, as END-USER by this Agreement. Notwithstanding anything to the contrary in this Agreement, Customer as END-USER is not licensed to use GraphPad's trademarks, trade names or any other intellectual property rights held by GraphPad, including the GraphPad® name and logo, other than the licensing of the Software and associated materials.
6. **Modification:** Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software.

7. **No Rights to Source Code:** Customer has no rights to view, examine, inspect, possess, redistribute, or any other rights to the Software source code. GraphPad will retain all such source code at its sole discretion.

Third Party Services. The Software may facilitate Authorized Users interacting with third party services. Customer confirms that use of any such third party service shall be governed solely by the terms and conditions of that service and not this Agreement. GraphPad shall be entitled to deem any attempt to access any third party services as unconditional acceptance of the third party terms and conditions by the Customer. Under no circumstances shall GraphPad be liable or responsible for lack of functionality or reduced performance of any third party services. Further, in no event shall GraphPad be liable for damages of any kind or inconveniences caused by changes in data formats, communication protocols or any other aspects of such third party services.

Limited Warranty. GraphPad warrants that, as of the date on which the Software is delivered to you and for thirty (30) days thereafter, the Software will provide the features and functions generally described in the User Documentation and that the media on which the Software is furnished, if any, will be free from material defects in materials and workmanship under normal use. Except for the foregoing, the Software and the User Documentation are provided "AS IS." All warranty claims must be made during such thirty (30) day period. GraphPad's entire liability and your exclusive remedy will be, at GraphPad's option, to attempt to correct or work around errors, to replace the defective media on which the Software is furnished, if any, or to refund the license fees, if any, paid by you and terminate this Agreement.

Updates. You must install all Updates as they are made available by GraphPad. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM CUSTOMER'S FAILURE TO INSTALL OR ACCEPT UPDATES AS GRAPHPAD MAKES THEM AVAILABLE.

Perpetual License Terms. By purchasing a Prism perpetual license or upgrade through the GraphPad.com website, directly from GraphPad's official sales office, any of GraphPad's affiliates (such as resellers), or other authorized third parties, you are entitled to download and install the specific Prim major version purchased (for example, Prism 8), and any minor updates for that major version available at the time of purchase (for example, Prism 8.1.0). Each perpetual license grants you one serial number, which can only be activated on a single physical device. You must purchase separate perpetual licenses for each device that you wish to activate. Visit graphpad.com/go/support if you need to re-activate a license on a different device. Your license does not include upgrades to newer or future major versions (for example, if you purchased Prism 8, you may not upgrade to Prism 9 for free, or

any other future major versions). Furthermore, GraphPad does not guarantee any software updates after the time of purchase, and you agree to waive all claims to any available software updates (including, but not limited to, bug fixes and minor features) released beyond one year after your original license purchase date. You accept GraphPad's right to review license usage and revise its terms from time to time to ensure compliance, and that GraphPad may revoke and disable any licenses (and associated activations) that are deemed to be in violation of the aforementioned terms. In the event of any inconsistency between these terms and any other agreement, these terms and conditions shall prevail. If you purchased your license as an upgrade from a prior version, you may not transfer your license for the prior version to another computer or to anyone else.

Attachment 2 – Additional Terms for Cloud Services

Definitions

"Authorized User" means the individual employee, agent or contractor of you accessing or using the Cloud Service on your behalf.

"Third Party Databases" means any third party databases of data or information accessible via the Cloud Services.

"Update" means upgrades, patches, updates or enhancements to the Cloud Service made available by GraphPad.

"User Credential" means the configured username and password combination either provided by GraphPad or generated by your designated account administrator that permits you to access the Cloud Service.

Provision of the Cloud Service

1. Subject to the terms and conditions of this Agreement, GraphPad agrees to provide the Cloud Service to the number of Authorized Users during the term of your subscription. During the term of your subscription, Authorized Users shall have the right to access and use the Cloud Service solely for your internal business activities.
2. GraphPad shall provide to you the necessary User Credentials to permit you to access the Cloud Service. GraphPad shall also provide you any Documentation to be used by you in accessing and using the Cloud Service. you acknowledges and agrees that, as between you and GraphPad, you shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by you, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by you. you shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement as applicable to such Authorized User's use of the Cloud Service and shall cause Authorized Users to comply with such provisions.
3. Subject to the terms and conditions of this Agreement, GraphPad grants to you a non-exclusive, non transferable, non-sublicensable license, during the applicable Term, to use and reproduce the User Documentation only in conjunction with use of the Cloud Service. you will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Documentation.
4. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify

GraphPad of any unauthorized use of your password or any breach of security. You also agree that we cannot and will not be liable for any loss or damage arising from your failure to keep your password secure. You agree not to provide your username and password information in combination to any other party other than GraphPad without our express written permission

Usage Restrictions. You agree not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, you agree not to (i) reproduce the Cloud Services or any software component used to provide the Cloud Services, nor reproduce any copies of any Installable Components; (ii) modify, adapt, translate or create derivative works based upon any component of the Cloud Service, provided that the foregoing shall not be construed to prohibit you from configuring the Cloud Services to the extent permitted by the standard user interface thereof; (iii) distribute, resell, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer, assign or provide to any third party any Access Rights or any access to the Cloud Services; (iv) use the Cloud Services in any manner that is inconsistent with the User Documentation; (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from which the Product or any software component of the Cloud Services is compiled or interpreted, and you acknowledges that nothing in this Agreement will be construed to grant you or their agents any right to obtain or use such source code; or (vi) attempt to gain or permit unauthorized access to the Services or related systems or networks, including but not limited to, conducting any penetration testing, system scanning, denial of service attacks, or similar efforts. you agrees to use the Cloud Services only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. you may not export or re-export any software component used to perform the Cloud Services, except in compliance with applicable export laws and regulations. you acknowledges and agrees that any act or omission in breach of this section will constitute an unauthorized exercise of GraphPad' Intellectual Property Rights beyond the scope of the rights granted by this Agreement, and strict compliance with this section is an essential basis of this Agreement. The Service is available only to, and may only be used by, Authorized Users (including individuals who are 18 years of age and older, organization and business entities), and who can form legally binding contracts under applicable law.

Availability

1. GraphPad will use reasonable efforts to ensure that the Cloud Service is available on a 24/7 basis. However, it is possible that on occasion the Cloud Service may be

unavailable to permit maintenance or other development activity to take place (each a “Scheduled Downtime”), or in the event of Force Majeure.

2. GraphPad will use reasonable efforts to notify you by publishing on GraphPad’ website and by email advance details of any Scheduled Downtime. GraphPad will not be liable for any unavailability of the Cloud Service during Scheduled Downtime or Force Majeure.

Updates. GraphPad regularly Updates the Cloud Services and reserves the right to add or substitute functionally equivalent products or features in the event of product unavailability, end-of-life, or changes to Cloud Service requirements. No Update shall be considered a violation of this Agreement provided that it does not substantially degrade the capabilities of the Cloud Service.

Privacy. You acknowledge and agree that by accessing and using the Cloud Service, including the GraphPad website, you consent to the collection, use and disclosure of certain information as set forth in our Privacy Policy published at <https://www.dotmatics.com/privacy-policy>.

You acknowledges and agrees that the Cloud Service is not intended to process sensitive information, including, but not limited to: Protected Health Information (as defined under HIPAA), Sensitive Personal Information (as defined by GDPR), Social Security Numbers or other national identification numbers, and other similar sensitive personal information.