

End User License Agreement

(February 2026)

The AltoStar® Automated Analysis Package is a solution which can be used to support the analysis of PCR results generated on the AltoStar® Molecular Diagnostics Workflow. The AltoStar® Automated Analysis Package (“Product”) consists of a hardware (AltoStar® Automated Analysis PC, “computer”) on which as a software the Installer Pack (for Analysis PC) is installed (“Licensed Product”).

This End-User-License Agreement (“EULA”) is a legal agreement between you as a single entity (“User”) and altona Diagnostics GmbH (“altona”) that governs your use of the AltoStar® Automated Analysis Package and the licensed elements it contains (“Licensed Product”) listed in your order form or in the corresponding order confirmation (together “Order”). This EULA is incorporated by reference and made a part of each Order identifying the Licensed Product. The term “Licensed Products” also includes associated media, printed materials, and online or electronic documentation.

RIGHTS IN THE LICENSE PRODUCT ARE OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS AND CONDITIONS SET OUT IN THIS EULA. BY USING THE LICENSED PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOUR SOLE REMEDY IS TO RETURN THE PRODUCT WITHIN 14 DAYS.

1. **GRANT OF LICENSE.** altona grants you the following rights provided you comply with all terms and conditions of this EULA;
 - a. **License and Use.** The Licensed Product and all related material are proprietary to us or our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non-exclusive, non-transferrable license to access and use the Licensed Product to analyze the data and measurements results, generated by the AltoStar® Molecular Diagnostics Workflow used by you for the analysis of nucleic acid containing material, such as but not limited to blood, saliva, feces, etc. for your own internal business use during the Term (“Subscription License”). You may use the Licensed Product only on the AltoStar® Automated Analysis PC provided by us. “Computer” means the computer identified in the Order on which the Licensed Product has been installed by altona and is authorized to be used. You may not separate component parts of the Licensed Product for use on more than the Computer. Remote access to the Licensed Product directly or indirectly through a server, the Internet, independent software application or otherwise to the Computer from locations other than your installation Site are prohibited. You guarantee that the data you supply do not infringe third party Intellectual Property Rights or other rights.
 - b. **Freeware.** Notwithstanding the terms and conditions of this EULA, all or any portion of the Licensed Product which constitutes non-proprietary altona or non-proprietary third party software or software provided under public license by third parties (“Freeware”), is licensed to you subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of using the Licensed Product.

- c. **Access to the Licensed Product.** The access to the Licensed Product will be linked to your username. You will be able to configure a password upon user creation. altona will create the initial admin user for you in order to be able to enter the Licensed Product. Other users and extra admins can be created by any admin of you via the Licensed Product. All information relating to your identity, including the password, is confidential. You and altona shall take all measures to prevent unauthorized parties from obtaining information relating to your identity, including the password, provided to altona and/or you. altona cannot be asked to and shall not transfer any password(s) by phone.
- 2. ADDITIONAL SOFTWARE.** This EULA applies to updates (including bug fixes and security updates) provided by altona to maintain the contractual conformity of the original Licensed Product, unless altona provides other terms along with the respective update. For substantial upgrades, such as new modules, significant new functionalities, or additional Assays that extend the contractual scope of use of the Licensed Product, altona reserves the right to offer such upgrades subject to separate license terms or upon your express acceptance. In case of a conflict between such terms, those separate terms shall prevail.
- 3. RESTRICTIONS.** You are allowed to use the Licensed Product for legal purposes only. You are explicitly prohibited:
- a. to modify, adapt, make error correction to, create derivative works of, distribute, duplicate, copy, display, send, publish, sell assign, lease, pledge, loan, tent, deliver, sublicense assign, disclose or otherwise transfer the License of the Licensed Product or (the intellectual property of) the Licensed Product itself, or permit third parties to do so may not rent, lease or lend the Licensed Product;
 - b. to allow to access (the intellectual property of) the Licensed Product to any authorized parties, irrespective whether such access is provided with or without any direct or indirect consideration;
 - c. to use (the intellectual property of) the Licensed Product in any manner that might prejudice altona's, its licensors' and/or any other party rights;
 - d. to remove any product identification, copyright notices, or proprietary restrictions from the Licensed Product;
 - e. to use any errors in (the intellectual property of) the Licensed Product – whether or not such errors are known to altona and/or its licensors – to your own advantage of to the advantage of any third party. In the event you detect a (potential) error or misstatement in (the intellectual property of) the Licensed Product, you shall immediately inform altona thereof in writing.
- 4. DEFECTS.** If you have informed altona about an error according to Section 3. e. (“Defect”) altona shall be given reasonable opportunity to investigate all claims regarding Defects and will then use its best endeavors to timely correct such Defect. altona cannot be held liable for the use of the Licensed Product during the period in which the Defect was or reasonably should have been known to you but was not properly communicated to altona. After communication of the Defect to altona, altona will as soon as reasonably possible inform you about possible risks in the use of the Licensed Product and may suspend the use of such Licensed Product.

- 5. PROPRIETARY RIGHTS.** All intellectual property rights in the Licensed Product and user documentation are owned by altona or its licensors and are protected by law, including but not limited to German law regarding “user documentation” and Belgian copyright law regarding the software, trade secret, and trademark laws, as well as other applicable laws and international treaty provisions. You shall take all reasonable measures to prevent any infringement of altona’s and/or its licensor’s Intellectual Property Rights. In the event you detect a potential infringement of altona’s and/or its licensor’s Intellectual Property Rights, you shall immediately inform altona thereof in writing.
- 6. LIMITATION OF REVERSE ENGINEERING.** You may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent the right to do so is mandated under applicable law notwithstanding this limitation or it is expressly provided for in the EULA.
- 7. TRANSFER OF RIGHTS.** You shall not be entitled to assign, pledge or otherwise dispose of your rights or obligations under this EULA to a third party without the prior written consent of altona.
- 8. FEE.** You will pay the fees for the Licensed Product, maintenance, training, and any other fees as described in the Order. All fees and any applicable taxes are due and payable within 30 days from the date of our invoice unless otherwise agreed to in the Order.
- 9. TERM.** The Term of this EULA is effective from the date you sign the Order and will remain in effect for the License Period of the Licensed Product stated in the Order. We are not selling the Licensed Product to you and, other than the license we are granting, we reserve all right to the Licensed Product not expressly granted in this Agreement to the maximum extent permitted by applicable laws. Unless otherwise provided under the EULA, either Party shall have the right at any time during the Term to terminate the EULA without any notice period by sending a written notice to this effect to the other Party by registered mail in the event (i) if the other Party breaches any of their obligations under this EULA notwithstanding a written request from the other Party to refrain from such a breach and, if possible, to prevent such breach or breaches from occurring in the future and to rectify the situation, and the latter Party fails to comply with such a request within a period of thirty (30) days after receipt of that request or (ii) in the event of exceptional circumstances lead to a permanent impossibility for the Parties to cooperate professionally in the future. The Parties agree that, among others, the following circumstance need to be considered as exceptional circumstances: (i) bankruptcy of one of the Parties or altona’s licensors, (ii) force majeure, (iii) fraud, (iv) every other circumstance that seriously affects a Party’s ability to comply with the contractual obligations or as a consequence of which, one cannot reasonably expect that Party to comply with its contractual obligations.

Return, Deletion, and Right of Access After Termination:

Termination for Breach or Misconduct:

In the event of termination of the license as a result of a material breach of this EULA or any other misconduct attributable to you, all rights of use shall expire immediately. You are obliged to irrevocably delete all copies of the Licensed Product and all data generated

by the Licensed Product (including backup copies) from all IT systems and data carriers without undue delay. Furthermore, you must return the AltoStar® Automated Analysis PC to altona at your own expense and risk, unless otherwise expressly agreed in writing. No read-only (viewing) right to any generated data or continued use of the Licensed Product shall be granted.

Expiry of License (Ordinary Termination):

Upon expiry of the license period, you may retain the AltoStar® Automated Analysis PC. The Licensed Product will be deactivated upon expiration, and further operation or use of the software shall no longer be possible. However, you shall retain a read-only (viewing) right to the results and data generated by the Licensed Product prior to expiry, provided this is technically feasible and not contrary to statutory duties. No further data processing, modification, or creation of new results using the Licensed Product shall be permitted. For clarity, after the expiry of the license period, your read-only access will be restricted to the 'as-is' version of the Licensed Product, meaning that further modifications, maintenance, or updates by altona will no longer be provided. altona does not guarantee any continued functionality of the system following license expiration, and you shall be solely responsible for any required data storage, backup, and accuracy. Your rights post-termination are strictly limited to the read-only capabilities available at the time of license expiry.

Rental or Early Return Model:

If you acquired the Licensed Product under a rental or time-limited license model, or if you choose to return the Licensed Product and terminate the license prior to its scheduled expiry (other than due to breach or misconduct), you are obliged to return the AltoStar® Automated Analysis PC, including all data carriers and components, to altona at your own expense and risk. Furthermore, you must irreversibly delete all copies of the Licensed Product and any data generated thereby from your IT systems and data carriers without undue delay. Following such a return, no read-only (viewing) rights to any previously generated data will remain, unless expressly agreed otherwise in writing. Exported result files (e.g., PDF documents) that have been generated by the Software and are stored separately outside of the Software and its installation environment are exempted from the deletion requirement.

10. MAINTENANCE SERVICE.

- a. altona will provide Maintenance Service in accordance with the following provisions: (a) software updates periodically made available by altona in its sole discretion, (b) providing technical support via telephone/mail and/or (c) on-site support by altona or by one its subcontractors in its sole discretion from 9.00 AM to 5.00 PM (CE(S)T (“Business Hours”) on Business Days. For the purposes of this section, 'subcontractor' also includes the respective authorized distribution partner located on site who has sold the Product to you and is involved in the local Product distribution and support processes. Business Day is any day other than Saturday, Sunday or legal holidays in Germany. Unless otherwise specified in the

Order or in the Documentation, the Maintenance Service provided in connection with the Licensed Product will be as follows:

- i. Telephone/Mail support: the altona product specialist or its authorized subcontractor responsible for the Licensed Product will answer distress telephone calls or emails from you and will endeavor to solve the respective (technical) problem.
 - ii. On site support: the altona product specialist or its authorized subcontractor responsible for the Licensed Product will endeavor to solve the respective (technical) problem of yours on your site if the telephone support or the remote access was ineffective.
- b. If altona has appointed a subcontractor to provide first line support the name and contact details will be given to you in the Offer confirmation. In that case altona will be responsible for the second line support. In the case the first line or second line support cannot solve your problem altona will call in UgenTec as developer of the Licensed Product as third line support. The first response times for each incoming support case will be 3 hours after the complete submission of details of the (technical) problem. First response in this case means that within the Business Hours you will be informed by altona or its subcontractor about the next steps. If altona or its subcontractor consider an on-site visit as important the visit will take place as follows:
- i. Within 48 hours after the complete submission of details of the (technical) problem if the installations site lies within 500 km of reach
 - ii. Within 72 hours after the complete submission of details of the (technical) problem if the installations site is more than 500 km away.
- altona or its subcontractor will inform you accordingly.
- c. altona warrants that the Maintenance Service will be performed with reasonable skill, care and diligence. You shall provide altona with all information, access, and full good faith cooperation reasonably necessary to enable altona to deliver the Maintenance Service and if you fail to do this, altona will be relieved of its Maintenance Service obligations to the extent that the obligations are dependent upon your performance. Maintenance Service are included for the term of each Subscription License.

Service Limitation after License Expiry:

- d. For the avoidance of doubt, altona's maintenance and support services for the Licensed Product, including but not limited to updates, upgrades, patches, bug fixes, and technical support, will cease automatically upon the expiration or termination of the license period. No further maintenance, support, or modification shall be provided after the license expires or upon early return of the Product. The User's rights following such expiration or return shall be strictly limited to access to the as-is read-only capabilities of the Licensed Product as present at the time of license expiry or return. altona does not guarantee continued functionality, compatibility, or accuracy of the Product after such date, and the User is solely responsible for any required data storage or backup.

11. INSTALLATION TRAINING. altona or its subcontractors will provide assistance during installation of the Licensed Product as well as a product training.

12. WARRANTY. altona represents and warrants that during the Warranty Period the Licensed Product will conform to all substantial function of the Licensed Product described in the Order and Documentation. Except as set out in any Product Terms, the “Warranty Period” is 12 months from the date the Licensed Product is delivered to you. If the Licensed Product does not conform during the Warranty Period, we will repair or replace the Licensed Product together with the computer installed on.

Warranty/Disclaimer after License Expiry: After expiration or termination of the license, no warranty or support of any kind shall be provided for the Licensed Product or its read-only version. The Licensed Product and any related data access are provided strictly as-is after license expiry, without any warranty as to continued performance, uptime, compatibility, or accuracy. All warranty and support rights terminate automatically upon license expiration or early return.

13. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTONA AND ITS LICENSORS AND/OR ITS SUPPLIERS PROVIDE THE LICENCED PRODUCT, THE DOCUMENTATION, THE MAINTENANCE SERVICE AND OTHER SERVICES “AS IS” AND WITH ALL FAULTS; AND HEREBY DISCLAIM ALL OTHER WARRANTIES, DUTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES: (i) OF FITNESS FOR A PARTICULAR PURPOSE; (ii) OF MERCHANTABILITY; (iii) OF TITLE; (iv) OF NONINFRINGEMENT; (v) THAT THE LICENCED PRODUCT WILL FUNCTION WITH NON-ALTONA SUPPLIES OR ACCESSORIES; (vi) OF LACK OF VIRUSES OR MALWARE WITH REGARD TO THE LICENCED PRODUCT; (vii) THAT THE LICENCED PRODUCT WILL BE COMPATIBLE WITH YOUR COMPUTER SYSTEMS AND (viii) THE DATA ON THE LICENCED PRODUCT. Some states/jurisdictions do not allow exclusion of implied warranties or limitation on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. The warranty does not apply if the Licensed Product has been altered, modified, converted or repaired by anyone other than us. Moreover, there is no warranty if the Licensed Product failed to perform because of your use of the Licensed Product in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed.

14. LIMITATION OF LIABILITY. Subject to local law, notwithstanding any damages that you might incur, the entire liability of altona and any of its licensors and/or suppliers under any provisions of this EULA and your exclusive remedy for all of the foregoing shall be limited to the lowest of the following amounts:

- e. the amount invoiced by altona and paid to altona over the last 12 months;
and
- f. the amount altona can recover under the insurance policies taken out by altona.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALTONA OR ITS SUPPLIERS BE LIABLE FOR (A) ANY LOSS OF PROFITS, BUSINESS, REVENUE, ANTICIPATED SAVINGS, GOODWILL, OR CONTRACTS, (B) LOSS OR INACCURACY OF DATA OR FAILURE OF SECURITY MECHANISMS, (C) ANY TYPE OF SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (D) BUSINESS

INTERRUPTION, (E) PERSONAL INJURY, OR (F) LOSS OF PRIVACY; ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF YOUR INABILITY TO USE THE LICENCED PRODUCT IN THE CORRECT OR ADEQUATE WAY, OR YOUR FAILURE TO COMPLY WITH YOUR OBLIGATIONS UNDER THESE TERMS OF THE EULA OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF ALTONA OR ITS LICENSORS AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION 14 ARE ESSENTIAL AND THAT IT WOULD NOT BE PERMITTED TO USE THE LICENSED PRODUCT ABSENT THE TERMS OF THIS SECTION. THIS SECTION 14 SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS EULA SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Special Local Law Clause (Germany):

Notwithstanding any other provision of this EULA, for users and contracts subject to German law, the following applies:

Nothing in this Section 14 (Limitation of Liability) shall limit or exclude altona's liability (a) for damages resulting from injury to life, body, or health; (b) for losses caused intentionally or by gross negligence by altona or its legal representatives or persons employed in the performance of its obligations; or (c) in cases of mandatory statutory liability (such as under the German Product Liability Act). Any limitation or exclusion of liability contained in this EULA shall only apply to the extent permitted under German law.

In all other respects, the limitations stated in Section 14 remain unaffected.

For all other users notwithstanding any other provisions of this EULA, the following applies:

If other states/jurisdictions do not allow the exclusion or limitation of incidental, consequential, product liability, or certain direct damages, the above limitation or exclusions shall not apply to you but shall follow the respective national law.

THIS LICENSED PRODUCT IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION.

15. FORCE MAJEURE AND HARDSHIP. altona is not responsible for any shortcoming in the performance of any obligation by force majeure or hardship. In case of force majeure or hardship altona may, without prior notice or default or recourse to a court of law and without any right of recourse for you with regard to altona, at its discretion: (1) temporarily suspend performance of its obligations; (2) dissolve the EULA between you and altona by registered letter and without recourse to a court of law. By force majeure and hardship are understood, among others – without being limited thereto: unavailability and/or scarcity of certain materials, currency fluctuations, increases of costs imposed by the government, levies and taxes, server and communication costs, import and export duties, insurance issues, exceptional weather conditions, strikes, mobilization, wars, disease or accidents, communication and information technology breakdowns, government measures, export bans, delays in deliveries, transport and/or travel obstacles, including lack or withdrawal of transport facilities export obstacles, import obstacle, breakdowns,

traffic jams, terrorist attacks, terror safety regulations, bankruptcy of altona's licensors, etc.

16. COMPLIANCE WITH EXPORT LAWS. You shall comply with all laws and regulation ("Export Laws") to assure that the Licensed Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

17. USE OF INFORMATION; DATA; PUBLICITY. The Licensed Product may process, receive, store, or generate results that could include private and/or sensitive personal data. You are solely responsible for implementing appropriate measures to protect such information. You must ensure, in compliance with the GDPR and the German Federal Data Protection Act (BDSG), that altona does not receive access to any personal data or sensitive information from your IT infrastructure. No personally identifiable or special categories of personal data (Article 9 GDPR) are required for, or should be provided in connection with, the Licensed Product or Maintenance Services. You are required to transmit only fully anonymized or pseudonymized data for any support or maintenance activities. Should it be unavoidable to transmit personal data for troubleshooting purposes, this may only occur if a valid data processing agreement (DPA) has been concluded in advance. Upon completion of the respective support case, altona will promptly delete all such data and confirm deletion upon request.

18. CONFIDENTIALITY. For the purposes of this EULA, the term "Confidential Information" means all information (whether in oral, written, graphic, electronic, by observation, or any other form) directly or indirectly disclosed by altona to you including without limitation: all data, methods, models, designs, plans, specifications, software, codes, techniques, know how, processes, procedures, formulas, discoveries, inventions, research, improvements, strategies, financial information, pricing, budgets, forecasts, customer lists, supplier lists, marketing techniques, all information that constitutes a trade secret, and all other non-public information. You shall hold the Confidential Information in strict confidence and you agree that you shall not, without the prior written consent of altona in each instance (i) transfer, publish, display, disclose or otherwise make available any such Confidential Information, directly or indirectly, to any third party, (ii) use any such Confidential Information for any purpose other than the purpose of the Order and this EULA or (iii) take any other action with respect to any such Confidential Information that is inconsistent with the provisions of this Agreement. You also agree to use at least the same standard of care (but no less than reasonable care) to protect the Confidential Information as you use to protect your own confidential information of a similar nature. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or thereafter becomes publicly available through no breach of this EULA by you; (ii) was in your lawful possession prior to the disclosure, as shown by your competent written records, and had not been obtained with any confidentiality obligation, directly or indirectly, for the benefit of altona; (iii) to your knowledge, is lawfully disclosed to you by a third party without restriction on use or disclosure; or (iv) is independently developed by or on your behalf of without the use, reference to or reliance upon the Confidential Information of altona, as shown by your competent written records. This confidentiality

obligation apply during the Term and will continue in full force and effect for a period of five (5) years starting from the termination of this EULA, except for Confidential Information which is a “trade secret”, for which the foregoing commitments shall remain in place as long as the applicable Confidential Information is maintained as a trade secret by altona.

19. VERIFICATION. With 30 days’ written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Product. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance.

20. LANGUAGE. The Licensed Product and all related product documentation are by default available in English. You accept the Licensed Product and all related regulatory affairs documentation (instructions for use, technical note etc.) are by default only available in English.

21. APPLICABLE LAW. This EULA is governed by the laws of Germany.

22. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA) is the entire agreement between you and altona relating to the Licensed Product, and this EULA supersedes all prior or contemporaneous oral or written communication, proposals, and representations with respect to the Licensed Product or any other subject matter covered by this EULA. To the extent the terms of any altona policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. Should any term, condition or provision of this EULA be held invalid or unenforceable as to any party or circumstance, such ruling shall not affect the validity and enforceability of the remaining terms, conditions, and provisions of this EULA.

23. UNILATERAL AMENDMENTS OF THE EULA – TRANSPARENCY AND OBJECTION CLAUSE

altona reserves the right to amend this EULA at any time for good cause (such as changes in law, mandatory court decisions, technical advancements, or security-related reasons) with effect for the future. You will be notified of such changes in writing or by email at least 30 calendar days before they take effect. You have the right to object to the amendments within 30 days after receipt of the amendment notification. In the event of an objection, the previous EULA will remain applicable until the end of the current license term.