

May 7, 2024



END-USER LICENSE AGREEMENT FOR SIRENIA ® SOFTWARE

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL:

Pinnacle Technology DE LLC. End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Pinnacle Technology DE LLC. for the Pinnacle Technology DE LLC. software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you (the "licensee") and Pinnacle Technology DE LLC., (referred to as "licensor"), and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE.

The SOFTWARE PRODUCT is licensed as follows:

(a) Installation and Use.

Pinnacle Technology DE LLC grants you a non-exclusive, non-sublicensable, and non-transferrable (except in compliance with Section 9) license to install and use copies of the SOFTWARE PRODUCT on your computer running a valid licensed copy of the operating system for which the SOFTWARE PRODUCT was designed [Windows 7, Windows 8, Windows 10, Windows 11]. Free Sirenia ® software products may be installed and used on an unlimited number of computers. For information on premium paid software programs, please see section 9.

(b) Backup Copies.

You may also make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Maintenance of Copyright Notices.

You must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

(b) Distribution.

You may not distribute registered copies of the SOFTWARE PRODUCT to third parties. Evaluation versions available for download from Pinnacle Technology DE LLC.'s websites may be freely distributed.

(c) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(d) Rental.

You may not rent, lease, or lend the SOFTWARE PRODUCT.

(e) Support Services.

Pinnacle Technology DE LLC. may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

(f) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

(g) The SOFTWARE PRODUCT is designed exclusively for the collection, measurement, and analysis of data derived from non-human subjects, specifically rodents. You are strictly prohibited from using the SOFTWARE PRODUCT for the collection, measurement, or analysis of data derived from human subjects. The SOFTWARE PRODUCT is not designed or validated for the interpretation or analysis of human data. Incorrect use of the SOFTWARE PRODUCT, particularly in the context of human data, may lead to inaccurate results, erroneous conclusions, or inappropriate treatments and could result in harm.

3. THIRD-PARTY LIBRARIES AND COMPONENTS

The SOFTWARE PRODUCT makes use of the Qt C++ libraries, which are licensed separately. These libraries are used under the terms of a commercial license from The Qt Company. This EULA does not grant you any rights to these libraries beyond their use within our software.

In addition, the SOFTWARE PRODUCT may include certain third-party software components or open-source libraries ("Third-Party Components"). Such Third-Party Components are subject to their respective licenses, and not this EULA. A list of these Third-Party Components, including their licenses, can be found on our website at www.pinnaclet.com.

4. TERMINATION

Without prejudice to any other rights, Pinnacle Technology DE LLC. may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such an event, you must destroy all copies of the SOFTWARE PRODUCT in your possession.

5. COPYRIGHT

All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by Pinnacle Technology DE LLC. or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Pinnacle Technology DE LLC.

6. NO WARRANTIES

Pinnacle Technology DE LLC. expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. Pinnacle Technology DE LLC. does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. Pinnacle Technology DE LLC. makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Pinnacle Technology DE LLC. further expressly disclaims any warranty or representation to Authorized Users or to any third party.

7. LIMITATION OF LIABILITY

In no event shall Pinnacle Technology DE LLC. be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the SOFTWARE PRODUCT, even if Pinnacle Technology DE LLC. has been advised of the possibility of such damages. In no event will Pinnacle Technology DE LLC. be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Pinnacle Technology DE LLC. shall have no liability with respect to the content of the SOFTWARE PRODUCT or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

8. INDEMNIFICATION

Licensee agrees to indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the SOFTWARE PRODUCT or your breach of this EULA, including but not limited to the content you submit or make available through the SOFTWARE PRODUCT.

9. COLLECTION AND USE OF INFORMATION

- (a) Licensee acknowledges that Licensor may, directly or indirectly through the services of third party programs, collect and store information regarding use of the SOFTWARE PRODUCT and about equipment on which the SOFTWARE PRODUCT is installed or through which it otherwise is accessed and used, through:
 - i. The provision of maintenance and support services

- (b) Licensee agrees that the Licensor may use such information for any purpose related to any use of the SOFTWARE PRODUCT by Licensee or on Licensee's equipment, including but not limited to:
- i. improving the performance of the SOFTWARE PRODUCT or developing updates; and
 - ii. verifying Licensee's compliance with the terms of this EULA.

10. ASSIGNMENT

Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this EULA. Any purported assignment, delegation, or transfer in violation of this Section 9(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this EULA without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

11. EXPORT REGULATION

The SOFTWARE PRODUCT may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the SOFTWARE PRODUCT to, or make the SOFTWARE PRODUCT accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the So available outside the US.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the state of Kansas, United States of America, without regard to its principles of conflicts of laws. You agree to the personal jurisdiction by and venue in the state and federal courts in Kansas and waive any objection to such jurisdiction or venue.

13. PREMIUM SOFTWARE PACKAGES

Premium software licenses, including Sirenia ® Sleep Pro, Seizure Pro, Synchronized Video Software, Feedback Pro, Sleep Deprivation, XY tracking, Multiple Animal Tracking, and CGMS, may be activated and used simultaneously on one computer (per license) owned by you or your laboratory/facility. Software license may be installed on multiple computers but can only be used on a single computer at a time.

No other use, copying, distribution of the Sirenia ® license keys mentioned above is permitted. You may not rent Sirenia ® software product license, nor may you offer use of it to others through a service bureau or application service provider.