

**CFX Maestro™ Software**  
***End User License Agreement***  
***PLEASE READ CAREFULLY***

**IMPORTANT! The enclosed materials are provided to you on the express condition that you agree to this software license agreement. If you do not wish to accept the product under the below terms, you may return these materials to Bio-Rad Laboratories, in original packaging, within 3 days of receipt, for a refund.**

Bio-Rad Laboratories hereby grants you, and you hereby accept, a non-exclusive license to use CFX Maestro™ software, CFX Maestro™ software (Security Edition) and related materials ("Software"), provided in this package for operating Bio-Rad real-time PCR instruments and thermal cyclers and for data analysis. If you do not agree to the terms hereof, promptly return the Software with accompanying materials provided in and/or with this package to the place of purchase within 3 days of receipt for a refund.

Bio-Rad owns and retains all copyright, trade secret, patent and other proprietary rights, and all other right, title and interest, in and to the Software.

You may create a backup copy of the Software. You may not otherwise copy, reproduce or transmit any part of the Software in any form or by any means (including translation to another language, computer language or format). You may not reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable forms. You may not modify, adapt, translate, rent, lease, loan, resell for profit, transfer, export or create derivative works based upon the Software or any part thereof. You agree to keep confidential and use your best efforts to prevent unauthorized disclosure and use of, the contents of the Software.

Subject to the terms and conditions herein, Bio-Rad warrants that the Software shall substantially conform, in all material respects, to Bio-Rad's current specifications as published in Bio-Rad's user and installation guides. The Software shall be installed freely for operating Bio-Rad instruments and data analysis purposes. CFX Maestro software (Security Edition) shall be operated using a HASP key provided by Bio-Rad.

The Purchaser must notify Bio-Rad in writing, within thirty (30) days of delivery of the Software to the Purchaser (not including delivery of any subsequent modifications to the Software), of its claim of any defect. If the Software is found to be defective by Bio-Rad, Bio-Rad's sole obligation under this warranty is to do one of the following: replace the defective Software, remedy such defect in a manner consistent with Bio-Rad's regular business practices or refund the Software fees paid, in Bio-Rad's sole discretion. If Bio-Rad chooses to remedy such defect, for a defect which materially adversely affects the performance of the Software, Bio-Rad shall use commercially reasonable efforts to cure such defect as soon as reasonably practicable after receipt of Purchaser's notice, and for minor defects, Bio-Rad shall use commercially reasonable efforts to correct such minor defects in the next release of such software. If, however, Bio-Rad is unable to cure a major defect within (90) days of receipt of Purchaser's notice, Purchaser shall have the option to cancel this Agreement whereupon Bio-Rad shall refund only the fees paid.

**THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON-LAW WARRANTY. BIO-RAD ON ITS OWN BEHALF HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. LIABILITY OF BIO-RAD TO PURCHASER, IF ANY, FOR BREACH OF WARRANTY, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF SOFTWARE FEES PAID BY PURCHASER TO BIO-RAD. IN NO EVENT SHALL BIO-RAD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR PROFITS, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER. NO AMENDMENT, WAIVER OR OTHER ALTERATION OF THE WARRANTIES IN THIS AGREEMENT MAY BE MADE EXCEPT BY MUTUAL AGREEMENT IN WRITING. PURCHASER AGREES THAT BIO-RAD'S LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY SHALL NOT EXCEED THE AMOUNT OF SOFTWARE LICENSE FEES PAID BY PURCHASER. BIO-RAD ACCEPTS NO RESPONSIBILITY FOR MISUSE OF SOFTWARE OR ITS DATA MODIFYING CAPABILITIES.**

## **EXPORT COMPLIANCE REQUIREMENTS**

Export of any Bio-Rad product or technical information relating to the product (i.e., manuals, memoranda, specifications, schematics, etc.) outside of the United States is subject to U.S. export control laws, including but not limited to the U.S. Export–Re-export Requirements and Enhanced Proliferation Control Initiative. You agree that, unless You receive prior authorization from the United States government, You and/or Your organization shall not:

1. use any Bio-Rad product if You are located in, under the control of, or a national or resident of any embargoed or restricted\* countries (Cuba, Iran, Iraq\*, North Korea\*, Sudan, and Syria\*); or
2. sell, license, or otherwise provide or ship, directly or indirectly, any Bio-Rad product or technical data (or the direct product thereof) for export or re-export to the embargoed or restricted\* countries (Cuba, Iran, Iraq\*, North Korea\*, Sudan, and Syria\*); or
3. transfer, export or re-export any Bio-Rad product to Your customers or any intermediate entity in the chain of supply if any Bio-Rad product will be used in the design, development, production, stockpiling or use of missiles, chemical or biological weapons or for nuclear end uses; or
4. transfer, export or re-export, directly or indirectly, any Bio-Rad product, technology or software (or any part thereof, or the product of such technology or software, or any process or service which is the product of such technology or software) to any person or entity identified by the U.S. Department of Commerce as a sanctioned and/or embargoed person or entity. (For a current list of all sanctioned and/or embargoed persons or entities, please consult the U.S. Department of Commerce.)

All rights to use the Bio-Rad product(s) are granted on condition that such rights are forfeited if You fail to comply with the terms of these Export Compliance Requirements.

For more information regarding U.S. export laws and regulations, contact the U.S. Department of Commerce and the U.S. Department of the Treasury, Office of Foreign Assets Control

Bio-Rad Laboratories, 2000 Alfred Nobel Drive, Hercules, CA 94547 • (510) 741-1000