

**MOLECULAR DEVICES  
SOFTWARE LICENSE TERMS**  
Screenworks 5.1 with PeakPro 1.0 and PeakPro 2.0 Software

**ATTENTION:**

**PLEASE READ THIS DOCUMENT CAREFULLY.**

**THIS SOFTWARE IS LICENSED AND NOT SOLD. THE USE OF THE SOFTWARE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH INCLUDE RESTRICTIONS, LIMITATIONS AND WARRANTY AND LIABILITY DISCLAIMERS. BY INSTALLING OR USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IF YOU DO NOT AGREE TO THESE LICENSE TERMS, THEN (A) DO NOT INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

**1. DEFINITIONS.**

- (a) The term **“Molecular Devices,”** as used in this EULA, means Molecular Devices LLC and its subsidiaries and affiliates.
- (b) The term **“you”** or **“Licensee”** means the licensee authorized by this EULA to use the Software.
- (c) The terms **“EULA,”** means this Molecular Devices Software License Terms including any and all Appendices
- (d) The term **“Software”** means the one or more computer programs in object form that accompany this EULA including any updates, additions and copies, and related explanatory materials.
- (e) The term **“Authorized Number”** means one unless: (a) otherwise specified in this EULA; or (b) the Software uses registration codes, in which case the number of licensed copies of Software is controlled by the registration codes.

**2. LICENSE GRANT.**

- (a) Subject to the terms and conditions of this EULA, Molecular Devices grants you a non-exclusive, non-transferrable, restricted license to use the Software on an Authorized Number of computers (or in an Authorized Number of networks, if your Software is either designated as a network version or is instrument operating software).
- (b) You may make one copy of the Software in machine-readable form solely for backup or archival purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends found on the original. You may not make any other copies of the Software.
- (c) This license does not entitle you to receive upgrades, updates or technical support. Such services may be purchased separately.
- (d) Certain features of the Software may require a License Key to unlock their functionality. You may be provided with a free License Key for a limited time (Evaluation Period) for the purpose of evaluating whether to purchase an ongoing license to this locked feature. The Evaluation Period is limited to the maximum amount of days specified in your applicable software package. Ongoing use of a locked feature requires purchase of the License Key(s) for that feature.

**3. RESTRICTIONS.**

- (a) If the Software is instrument operating software, you may use the Software only for the operation of the instrument on which the Software is installed and you may only use the Software in the manner described in the documentation with the instrument in a manner recommended by Molecular Devices.
- (b) You may not sublicense, copy, merge, modify, sell, resell, rent, lease, assign, transfer, or distribute the Software, or create derivative works based on the Software, or any part thereof or any interest therein.
- (c) You may not attempt, cause or permit others to reverse assemble, disassemble, decompile, modify, create any derivative works, or otherwise attempt, cause, or permit any reverse engineering of the Software or any part thereof, or attempt, cause, or permit any conversion of the Software into any human readable or perceivable form.
- (d) You may not remove any proprietary, copyright, trade secret or warning legend from the Software.

**4. THIRD PARTY SOFTWARE & RESTRICTIONS.** This Software may include software products licensed by the following third party provider(s) including, but not limited, to those as set forth in Appendix A. In addition, the Software may enable you to run multiple instances of third-party software and application programs. Such third party's software is provided "As Is" and use of such software shall be governed by the terms and conditions as set forth in Appendix A (Third Party Products Additional Licensing Terms & Conditions). In the event such terms and conditions are not provided in Appendix A, such third party's software are provided "As Is" without any warranty of any kind and this EULA shall apply to all such third party software providers and third party software as if they were Molecular Devices and the Software respectively. You are responsible for reviewing and complying with any licenses necessary to use any such third-party software. Such licenses may be included in your Molecular Devices installation package.

**5. OWNERSHIP.**

- (a) You acknowledge that the Software in human-readable (source code) form, including its structure, sequence, and organization, is and remains the confidential trade secret of Molecular Devices. The Software, including its structure, organization, code, user interface and associated documentation, is a proprietary product of Molecular Devices or its suppliers, and is protected by international laws of copyright. The law provides for civil and criminal penalties for anyone in violation of the laws of copyright.
- (b) Title, ownership rights and intellectual property rights in and to the Software shall at all times remain with Molecular Devices or their respective owners. All rights not specifically granted by this EULA, including Federal and international copyrights, are reserved by Molecular Devices or their respective owners.

**6. TRIAL VERSIONS.** If the Software is provided to you on a trial basis, you are hereby notified that license management software may be included to automatically cause the Software to cease functioning at the end of the trial period.

**7. EXPORT REQUIREMENTS.** If you export, re-export or import the Software, technology or technical data licensed hereunder, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will not export, re-export or import, directly or indirectly, the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or other applicable United States law. Molecular Devices may terminate this EULA immediately if you are in violation of any applicable laws or regulations.

**8. U.S. GOVERNMENT END USERS.** The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

**9. EUROPEAN COMMUNITY END USERS.** If this Software is used within a country of the European Community, nothing in this EULA shall be construed as restricting any rights available under the European Community Software Directive, O.J. Eur. Comm. (No. L. 122) 42 (1991).

**10. LIMITED WARRANTY and LIMITATION OF REMEDIES.**

- (a) Molecular Devices warrants that for a period of ninety (90) days from the date of shipment to you of the media on which the Software is stored ("**Warranty Period**"), (a) such media will be free from defects in materials or workmanship and (b) the Software will comply substantially with the written specifications for the Software. If during the Warranty Period, the media on which Software is delivered proves to be defective, Molecular Devices will repair or replace such media, at Molecular Devices' option. If during the Warranty Period, the Software fails to comply substantially with its written specifications, Molecular Devices will repair or replace the Software so that it shall so comply, or, at Molecular Devices' option, refund the fees paid by you for the Software that exhibits such noncompliance. The foregoing shall be your sole remedy and Molecular Devices' sole responsibility for any breach of warranty hereunder. You assume full responsibility for: (i) the selection of the Software; (ii) the proper installation and use of the Software; (iii) verifying the results obtained from the use of the Software; and (iv) taking appropriate measures to prevent loss of data. Notwithstanding anything to the contrary in this EULA and without in any way limiting Molecular Devices' other disclaimers of warranties, Molecular Devices does not warrant that the quality or performance of the Software will meet your requirements or that you will be able to achieve any particular results from use of the Software or that the Software will operate free from error.
- (b) EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS LICENSED TO YOU "AS IS" MOLECULAR DEVICES MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR THAT THE SOFTWARE IS NON-INFRINGEMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

**11. LIMITATION OF LIABILITY.** IN NO EVENT SHALL MOLECULAR DEVICES BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF MOLECULAR DEVICES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF MOLECULAR DEVICES AND ITS AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER THIS EULA, OR ARISING OUT OF THE USE OF THE SOFTWARE, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES PAID UNDER THIS EULA.

**12. TERMINATION.** You may terminate this EULA by discontinuing use of the Software, removing all copies from your computers and storage media, and returning the Software, and all copies thereof, to Molecular Devices. Molecular Devices may terminate this EULA if you fail to comply with all of its terms, in which case you agree to discontinue using the Software, remove all copies from your computers and storage media, and return the Software, and all copies thereof, to Molecular Devices.

**13. GENERAL.**

This EULA shall be governed by laws of the Commonwealth of Massachusetts, U.S.A., exclusive of its conflict of laws provisions. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. If a court of competent jurisdiction holds any provision of this EULA invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect. The controlling language of this EULA, and any proceedings relating to this EULA, shall be English. The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning. All questions concerning this EULA shall be directed to: Molecular Devices, 500 Old Connecticut Path, Framingham MA U.S.A., Attention: Legal Department.

Unpublished rights reserved under the copyright laws of the United States.  
Molecular Devices, LLC, 3860 N. First Street, San Jose, CA 95134 U.S.A.

The trademarks mentioned herein are the property of Molecular Devices, LLC or their respective owners.  
© 2021 Molecular Devices

V03 01/05/2021

## **Appendix B:**

Molecular Devices processes personal information in accordance with its Privacy Policy located at <https://www.moleculardevices.com/privacy> which is incorporated herein, a hard copy is available upon request.

## **APPENDIX A**

### **THIRD PARTY PRODUCTS ADDITIONAL LICENSING TERMS & CONDITIONS**

**ACE™, TAO™, CIAO™, DAnCE™, and CoSMIC™** (henceforth referred to as "DOC software") are copyrighted by Douglas C. Schmidt and his research group at Washington University, University of California, Irvine, and Vanderbilt University, Copyright © 1993-2009, all rights reserved

**Libtiff** © Copyright 1988-1997 Sam Leffler  
Copyright © 1991-1997 Silicon Graphics, Inc.

**JPEGLib**  
GNU General Public License ( <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html> )

**ANDOR Technology Ltd.** ©  
An Oxford Instrument Company, Belfast, U.K.

**Xerces-C** The Apache ® Software Foundation

**CodeJock Software** © 1998-2018, all rights reserved

**EPIX, Inc.** Copyright © 1988-2004, all rights reserved