

OPENTRONS END-USER LICENSE AGREEMENT

Last updated: July 10, 2024

THIS END-USER LICENSE AGREEMENT (“EULA”) is a legal agreement between you (“User”), either as an individual or on behalf of an entity, and Opentrons Labworks Inc. (“Opentrons”) regarding your use of Opentrons robots, modules, software, and associated documentation (“Opentrons Products”) including, but not limited to, the Opentrons OT-2 robot and associated modules, the Opentrons Flex robot and associated modules, the Opentrons App, the Opentrons API, the Opentrons Protocol Designer and Protocol Library, the Opentrons Labware Library, and the Opentrons Website. By installing or using the Opentrons Products, you agree to be bound by the terms and conditions of this EULA. If you do not agree to the terms of this EULA, you must immediately cease use of the Opentrons Products.

1. **License Grant.** Opentrons grants User a revocable, non-exclusive, non-transferable, limited license to access and use the Opentrons Products strictly in accordance with the terms and conditions of this EULA, the Opentrons Terms and Conditions of Sale, the Opentrons Privacy Policy, and any other agreements between User and Opentrons (collectively “Related Agreements”).
2. **Use of Opentrons Products.**
 - 2.1. **Permitted Use.** User shall use the Opentrons Products strictly in accordance with the terms of the EULA and Related Agreements. User shall use Opentrons Product software only in conjunction with Opentrons Product hardware.
 - 2.2. **Restrictions on Use.** Unless otherwise specified in a separate agreement entered into between Opentrons and User, User may not, and may not permit others to:
 - (a) reverse engineer, decompile or otherwise derive source code from the Opentrons Products;
 - (b) disassemble or bypass protection on Opentrons Products to exceed authorized access to Opentrons systems, or to analyze or modify components of the Opentrons Products for the purpose of gaining unauthorized access to confidential Opentrons or Opentrons Product information;
 - (c) copy, modify, or create derivative works of the Opentrons Products for the purpose of competing with Opentrons;
 - (d) remove or alter any proprietary notices or marks on the Opentrons Products;
 - (e) use the Opentrons Products in any manner that does not comply with the applicable laws in the jurisdiction(s) in which such use takes place;
 - (f) use the Opentrons Products in any manner that infringes the intellectual property or other rights of another party.

3. **Open Source Notices**. Certain components of the Opentrons Products may be subject to open-source software licenses ("Open-Source Components"), such as licenses approved the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. Copies of the licenses applicable to the Open-Source Components may be located at <https://github.com/Opentrons> or in the documentation for the Opentrons Products.
 - 3.1. **Conflict with EULA**. To the extent the terms of the licenses applicable to Open-Source Components prohibit any of the restrictions in this EULA with respect to such Open-Source Component, such restrictions will not apply to such Open-Source Component. To the extent the terms of the licenses applicable to Open-Source Components require Licensor to make an offer to provide source code in connection with the Product, such offer is hereby made, and you may exercise it by contacting support@opentrons.com.
 - 3.2. **Apache-2.0 Licensed Code**. Certain components of the Opentrons Products are licensed under the Apache License 2.0 ("Apache-2.0"). These components are subject to the terms and conditions of the Apache-2.0 license. A copy of the Apache-2.0 license can be found at <http://www.apache.org/licenses/LICENSE-2.0>. User agrees to comply with the terms of the Apache-2.0 license for the applicable components of the Software.
4. **Term and Termination**. This EULA is effective from the date of the first installation or use of any Opentrons Product by User and will continue until terminated. Upon termination of this EULA, User must cease all use of Opentrons Products and destroy all copies of Opentrons Product software.
 - 4.1. **Termination by User**. User may terminate this EULA at any time by ceasing all use of Opentrons Products and destroying all copies of Opentrons Product software.
 - 4.2. **Termination by Opentrons**. Opentrons may, in its sole and absolute discretion, at any time and for any reason or no reason, terminate this EULA and the rights afforded to User hereunder with or without prior notice. Additionally, this EULA and any rights afforded hereunder shall terminate automatically, without any notice or other action by Opentrons, if the User breaches any of its terms or conditions.
5. **Support**. User is not entitled to support of the Opentrons Products pursuant to the terms of this EULA. Support for the Opentrons Products may be provided to User solely pursuant to the terms of Related Agreements.
6. **Intellectual Property Rights**. Opentrons retains all rights, title, and interest in and to the Opentrons Products, including all intellectual property rights. Opentrons reserves all rights in and to the Opentrons Products not expressly granted to you in this EULA. This EULA does not grant the User any rights to trademarks or service marks of Opentrons or any of its affiliates.

- 6.1. **Ownership.** All worldwide patents, copyrights, trade secrets, and other intellectual property rights related to the Opentrons Products are the exclusive property of Opentrons.
- 6.2. **Feedback.** Any feedback or suggestions provided by User regarding the Opentrons Products may be used by Opentrons without any obligation to User, and User hereby provides Opentrons a perpetual, global, fully paid-up, royalty free license to use such feedback or suggestions.
7. **Privacy Notices.** The Opentrons Products may automatically communicate with Opentrons servers and transmit data to Opentrons for various purposes including, but not limited to: 1. updating Opentrons Product software; 2. sending error reports to Opentrons; and 3. sending Opentrons Product usage data to Opentrons. The collection and use of such data is governed by the [Opentrons Privacy Policy](#). By agreeing to this EULA you also acknowledge and agree to the Opentrons Privacy Policy. If User does not agree to the Opentrons Privacy or to the collection of Opentrons Product data, User must immediately cease all use of Opentrons Products and destroy all copies of Opentrons Product software.
8. **Disclaimer of Warranties.** THE OPENTRONS PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. OPENTRONS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR COLLATERAL, INCLUDING AS TO OWNERSHIP AND NON-INFRINGEMENT, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, OPENTRONS DOES NOT REPRESENT OR WARRANT THAT THE OPENTRONS PRODUCTS WILL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE OPENTRONS PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL PROGRAMMING ERRORS IN THE OPENTRONS PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.
9. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Opentrons, its affiliates, shareholders, directors, officers, employees and agents be liable for any special, incidental, indirect, exemplary, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of your use or inability to use the Opentrons Products, whether or not the damages were foreseeable and whether or not Opentrons was advised of the possibility of such damages. In any case, without limiting the foregoing, Opentrons' entire liability arising from or under any provision of this EULA or from the use of the Opentrons Products shall be limited to fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails in its essential purpose.
10. **General Provisions.**
 - 10.1. **User Representations.** User represents and warrants that User is not located in a country that is subject to a United States government embargo, or that has

been designated by the United States government as a "terrorist supporting" country. User represents and warrants that User is not listed on any United States government list of prohibited or restricted parties. User represents and warrants that they will comply with all United States export laws and regulations applicable to their possession and use of the Opentrans Products.

- 10.2. Amendment; Waiver. This EULA shall not be modified or amended except by a written document executed by the parties. No waiver by Opentrans or any failure by Opentrans to keep or perform any provision, covenant or condition of this EULA shall be deemed to be a waiver of any preceding or succeeding breach of the same or of any other provision, covenant, or condition. Any waiver to be granted by Opentrans shall not be effective unless it is set forth in a written instrument signed by Opentrans.
- 10.3. Assignment; Successors and Assigns. User may not assign this EULA or any rights, interests, claims or obligations under this EULA without the prior written consent of Opentrans. This EULA shall be binding upon and shall inure to the benefit of the parties and their respective successors, representatives and permitted assigns.
- 10.4. Governing Law; Venue. This EULA shall be construed and governed by the laws of the State of New York without regard to any conflicts of law provisions or rules that would operate to cause the application of the laws of any other jurisdiction. The exclusive jurisdiction and venue for all actions under this EULA will be in the state or federal courts of competent jurisdiction in New York County, NY.
- 10.5. Survival. All provisions of this EULA reasonably expected to survive the termination or expiration of this EULA shall do so.
- 10.6. Severability. Whenever possible, each provision of this EULA shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this EULA is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this EULA or the parties' rights and obligations under this EULA in any other jurisdiction. Instead, this EULA shall be reformed, construed and enforced in such jurisdiction to include an amended or modified version of the provision held to be invalid, illegal, or unenforceable or, if amendment or modification is impossible, as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.7. Captions. The captions or section headings used in this EULA are for convenience only and shall not affect the construction, interpretation or meaning of any term or provision of this EULA.
- 10.8. Amendments. Opentrans reserves the right to amend this EULA at any time by providing notice to the User. Continued use of the Opentrans Products following such notice constitutes acceptance of the amended EULA.

By using the Opentrons Products, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this EULA and the [Opentrons Privacy Policy](#).