Terms of Use

1. Introduction

1.1. Enamine.net is an electronic service for online browsing and searching for compounds of interest and products supplied by Enamine Ltd. (Business ID Code 30402329), having its registered address at 78 Winston Churchill Street, 02094 Kyiv, Ukraine ("Enamine") and its distributors and Affiliates. These Terms of Use (the "Terms of Use") apply to the Enamine website located at www.enamine.net (hereinafter referred to as the "Site"). The Site is the property of Enamine. By using the Site or Enamine Data, you agree to these Terms of Use. If you do not agree, do not use the Site or Enamine Data.

1.2. Enamine may amend these Terms of Use at any time by posting a revised version on the Site, and the revised version takes effect upon posting. Amendments apply only to use of the Site and Enamine Data occurring after their effective date, and do not apply to orders accepted before that date or to Open Structure Data downloaded before that date. Each version of these Terms of Use is identified by a version number and an effective date, and Enamine retains each version previously in force and makes it available on request. It is your responsibility to check these Terms of Use periodically for changes. If you continue to use the Site after the changes are posted, you accept and agree to them.

1.3. The Site, the Products, Enamine Data, and Open Structure Data are intended for business and professional use only. By using the Site, you confirm that you are acting for purposes relating to your trade, business, craft, or profession and not as a consumer. Enamine does not contract with consumers through the Site.

1.4. The entity you are contracting with is Enamine LV SIA, a limited liability company established under the laws of Latvia and having its principal place of business at Mazā Rencēnu iela 8, LV-1073 Riga, Latvia, if you reside in the European Union, and Enamine US, Inc., a limited liability company, established under the law of the state of New Jersey of the United States of America and having its principal place of business at 1 Distribution Way, Monmouth Jct., NJ 08852, USA, if you reside in the United States of America or other countries of the world. Both Enamine LV SIA and Enamine US, Inc. are the preferred distributors of Enamine (the "**Preferred Distributors**") and are eligible for special terms and conditions described below.

1.5. Enamine Ltd. is the sole owner of the Site, the Catalogs, all Enamine Data and all intellectual property rights in them. The Preferred Distributors act as its licensees and are authorized to grant, on its behalf, the permissions set out in these Terms of Use. Enamine Ltd. may enforce these Terms of Use directly against any Purchaser.

2. Definitions

"**Affiliate**" means any company or person that directly, or indirectly, is controlled by or is under common control with Enamine; "control" and, with correlative meanings, the terms "controlled by" and "under common control with", as used in this paragraph, shall mean the ownership, directly or indirectly, of at least fifty percent (50%) of the voting securities or other ownership interest of a company.

"**Artificial Intelligence or Machine Learning System**" or "**AI/ML System**" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

"**Catalogs**" means the whole of the Enamine catalogs, databases, libraries, or any selections made from

these catalogs.

"**Confidential Information**" means information of a proprietary nature including but not limited to individual prices, request(s) for quotation, purchase requisitions, purchase order information, user-to-user transactional information, the fee, individual proposals.

"**Enamine Data**" means all data, information, materials, substances, compounds, samples, results, reports, protocols, structures (including chemical structures), synthesis pathways, methodologies, processes, models, metadata, annotations, extrapolated information, ED Derivatives, and any other outputs or derivatives, whether tangible or intangible, in any form or medium, that are provided or made available by Enamine to Purchaser directly or through the Site. Enamine Data does not include Open Structure Data or Purchaser Data. Enamine Data includes, without limitation, proprietary or confidential data relating to synthesis that is provided by Enamine, as well as any machine-readable or structured formats of the foregoing.

"Enamine Data Derivatives" or "ED Derivatives" means any representation or data derived from Enamine Data, including but not limited to custom subsets and databases, large-scale enumeration, artificial intelligence or machine learning (AI/ML) models, or generally any representation that can be used to re-create or mimic Enamine Data or larger parts of such, without the need to access Enamine Data.

"ORU" means any Purchaser's research activity that may be performed, including research activity to obtain novel chemical matter derived from the use of Content.

"Open Structure Data" means chemical structures together with their Enamine compound identifiers, in any format, that Enamine makes available for download to registered Users on the Site. Open Structure Data does not include: (i) reaction rules, synthons, or any other data licensed under a separate written agreement, including any Freedom Space or unREAL Space licensing agreement; (ii) any enumerated or virtual compound space that is not made available for download on the Site; or (iii) prices, availability, stock quantities, lead times, or any other commercial information.

"**Products**" means structures, compounds including reagents for synthesis (Building Blocks) and screening compounds, libraries, selection of compounds, tools, kits, databases, collections, toolboxes, and highlights intended for laboratory use only, and offered for sale and sold by Enamine to Purchaser or distributed by Enamine free of charge, directly or indirectly.

"**Purchaser**" means a registered or non-registered user who uses the Site, including but not limited to purchasing Products from Enamine or for the ORU.

"Purchaser Data" means data generated by Purchaser through its own use of the Products, including assay results, biological data, analytical data, and any analyses derived from them. Purchaser Data is and remains the property of Purchaser, and Enamine acquires no right, title, or interest in it.

"**Site**" means as defined in the first paragraph.

"**User**" means a Purchaser registered on the Enamine Site and may be referred to as "you", "your" in these Terms of Use.

2.1. Enamine reserves all rights in the Catalogs as a database, including the sui generis database right under Directive 96/9/EC and any equivalent right in any other jurisdiction. Nothing in these Terms of Use permits the extraction or re-utilization of the whole or a substantial part of the Catalogs, whether by a single act or by the repeated and systematic extraction or re-utilization of insubstantial parts, except as expressly permitted in the section titled "Open Structure Data".

3. Content

3.1. All text, formulas, photographs, trademarks, logos, Catalog, Products, Enamine Data (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Enamine, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

3.2. Except as expressly permitted in these Terms of Use, including under the sections titled “Open Structure Data” and “Enamine Data Use”, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Enamine's express prior written consent.

3.3. Unless otherwise specified in a valid agreement between Purchaser and Enamine, the Catalog may be used for information purposes, for purchasing compounds from Enamine, and as permitted under the sections titled “Open Structure Data” and “Enamine Data Use”.

3.4. As a material condition of Enamine providing the Products to Purchaser, Purchaser shall not, directly or indirectly, use the Products for any purposes other than ORU and only then in accordance with the terms of these Terms of Use.

3.5. Enamine acknowledges and agrees that the Purchaser’s use of the Products will include generating or creating compounds intended for commercialization, and the Purchaser hereby is authorized by Enamine to utilize the Products for the purposes of generating a compound for sale and shall not be restricted from commercializing a product using the Products.

3.6. Purchaser shall not (i) transfer for sale, or otherwise distribute the Products or any portion thereof to any third party, whether alone or in combination with other materials, except for such transfers as required for ORU, or (ii) sell the Products or any portion thereof to any third party, whether alone or in combination with other materials, or (iii) modify the Products for resale; (iv) use the Products to offer commercial services to third parties, without prior written approval from Enamine and subject to a separate royalty-bearing license agreement.

3.7. The Products shall remain under the full control of the Purchaser throughout their lifetime and shall exclusively be used for ORU purposes.

3.8. Disclaimer. The Products are intended for research and development laboratory use only, and, unless otherwise stated in these Terms of Use, are not to be used for any other purposes, including but not limited to in vitro diagnostic purposes, the uses in foods, drugs, or medical devices. Purchaser acknowledges that Enamine has not tested the Products for safety and efficacy in foods, drugs, or medical devices. The Products should be handled only by competent, suitably trained persons familiar with laboratory procedures and potential chemical hazards. The Products are supplied under the condition that the Purchaser alone accepts total responsibility for its uses and any misuses and for the safe disposal of the Products. The Purchaser has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using the Products. The Products shall not be foods, drugs, or medical devices, or their components.

4. Purchaser Account Registration and Password Reset

4.1. Registration of the account is not required to search the catalog, browse through results, and check

compound details. You may perform all the mentioned activities as a guest user. Downloading Open Structure Data and other Content requires registration. However, it is recommended to register and authorize while visiting www.enaminestore.com and www.enamine.net, as authorization enables saving your custom sets of compounds and provides access to libraries for offline use, provided through enamine.net and enaminestore.com.

4.2. To process your order, you should complete the User registration form and agree to these Terms of Use and related policies.

4.3. Your Enamine account may be accessed only by use of your login and password. You are solely responsible and liable for any use and misuse of your login and password and for all activities that occur under your login and password. For security reasons, you must keep your login and password confidential and not disclose them to any person or permit any other person to use them, except an authorized representative of Enamine. Enamine recommends that you choose a password that is unique to you and not easily guessed by others. You must log out at the end of each session.

4.4. If you have forgotten your login or password, you can use an easy password resetting procedure to retrieve your login and a new password to your email address given in the process of registration. You can always change your personal data in the Profile section.

4.5. While registering a new user, Enamine assumes that the given email may be used as a primary electronic address. Consequently, Enamine does not register any User with the same email. If you have forgotten your registration information, please reset it using the Password Reset option. Upon resetting a password, a message with your login and a new password will be sent to your email.

5. Accuracy of Information

Enamine relies on the information you provide through this Site, including registration information (name and e-mail address) and transaction-related information (including but not limited to credit card numbers and expiration dates, shipping address, etc.), which must be true, accurate, current, and complete. You are required to update your registration information, if applicable, and will be solely responsible and liable for any and all loss, damage, and additional costs that you, Enamine, or any other person may incur as a result of your submission of any false, incorrect, or incomplete information. You acknowledge that you will keep your contact information current and accurate in your Enamine account section of the Site.

6. Product Price, Availability, Quantity, Quality, and Order Limits

6.1. Prices from the Enamine catalog are usually actual and up to date. Prices in the UORSY and the FCH Group catalogs are provided as a reference only and must be confirmed by our managers within 3 (three) business days from the date of your order.

6.2. Product prices and availability are subject to change at any time and without notice. Enamine may limit the quantities that may be purchased per order, per account, per credit card, or per Purchaser.

6.3. Enamine may refuse or reject any order at any time for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if the ordered products or services are not available, or for obvious errors on the Site or made in connection with your order. If Enamine is unable to supply the products that you ordered, Enamine will contact you and may offer you an alternative product to consider instead. If you do not choose to purchase the alternative product, Enamine will cancel your order. In the event of obvious errors on the Site or made in connection with your order, Enamine reserves the right to correct the error and charge you the correct price. In that situation, Enamine will contact you and offer the option to purchase the product at the correct price or

cancel your order.

6.4. Quality of the product shall comply with the specifications set forth in the Catalog posted at the Site for a certain product.

6.5. The Product chemical structure drawing, name, and stereochemistry are displayed in accordance with IUPAC recommendations: IUPAC Standards Online and "Graphical representation of stereochemical configuration". In the absence of any other indicators, a structural diagram is expected to represent the specific molecular entity drawn. If stereochemical hashed wedged and/or solid wedged bonds are present at all stereogenic centers in the diagram, it will represent a single stereoisomer. If no stereochemical information is present in the diagram, it represents a molecular entity with unknown configuration.

7. Payment Options

7.1. Payment for the product must be made within forty-five (45) days from the date the Purchaser receives the product. If payment is made by credit card, the card will be charged only after the product is delivered to the Purchaser.

7.2. If one or more products are unavailable, Enamine will notify the Purchaser, and the cost of unavailable and not dispatched products will be deducted from the total order.

7.3. The Purchaser has different payment options. The Purchaser can make the payment by credit card, wire transfer, or cashier's check. Specific payment methods may be unavailable in certain regions. You should select the payment option available in your region during checkout.

7.4. If the Purchaser makes payment other than by credit card, the Purchaser must have a valid purchase order issued and enter its number at the checkout stage; otherwise, processing of the order may be delayed.

7.5. Enamine does not keep credit card numbers used for purchase. This information is transferred directly to the processing agency and cannot be accessed by Enamine.

8. Discount Programs

8.1. Promotional discounts are valid for online purchases at Enamine only. Any reference to special sales conditions announced by Enamine will be rejected if orders are received via fax, email, or mail.

8.2. Promotional discounts are subject to the availability of compounds in stock. In particular, they are applied to Building Blocks for which the amount in stock exceeds 1 gram (> 1 g).

8.3. Promotional discounts can only be applied to purchases of batches of two and a half (2.5) grams or smaller.

8.4. Promotional discounts from different discount programs can NOT be combined. By default, a larger discount will replace all other discounts.

8.5. In special cases, Enamine may provide bulk discounts to the Preferred Distributors. The terms and conditions of such bulk discounts are discussed on a case-by-case basis or outlined in the distribution agreement.

8.6. The discounts are valid for the period specified in the promotional program. After the promotion ends,

the discounts for new purchases will be automatically canceled.

8.7. Promotional programs are intended for end users only. Enamine partners and distributors with whom it has separate contracts are ineligible for discounts, as are retailers and brokers.

8.8. Enamine reserves the right to terminate the discounts in case of intentional abuse of the program by the customer.

8.9. Enamine reserves the right to change the terms and conditions for any of its promotional programs without prior notice.

8.10. Any discounts available at Enamine for building blocks are only applied to standard pack sizes: 0.1 g; 0.25 g; 0.5 g; 1.0 g; and 2.5 g.

9. Refund and Cancellation

9.1. If the quality of goods does not comply with the specification set forth by Enamine, Enamine shall refund one hundred percent (100 %) of the cost of the Products. The total amount of the refund shall not exceed the invoice price of the Products. Enamine shall be indemnified from any damages, fees, penalties, or any loss caused by the quality of the Products or caused by the late delivery of the Products.

9.2. If the Purchaser cancels the order, Enamine shall be entitled to charge a penalty in the amount of up to one hundred percent (100%) of the cost of the Products, subject to the terms of delivery by Enamine having been complied with. The amount of penalty shall be assessed based on the actual loss incurred by Enamine as a result of cancellation.

9.3. Credits or refunds will be made to the same method of payment and account used to place the order.

10. Packaging and Delivery

10.1. Products available in stock are usually delivered via FedEx, DHL, or other courier service within 7 (seven) business days from the order date. Depending on the number of ordered compounds, the delivery of large sets of screening compounds may take over 10 (ten) business days. Express delivery (up to 2 (two) business days) may be available for selected one-gram (1 g) batches of building blocks in North America, EU countries, China, and Japan.

10.2. By default, screening compounds are formatted in 4 (four) mL screw-cap amber glass vials labeled with a barcode and a compound ID. It is possible to change the formatting to Matrix 96-well microtube plates from the shopping cart by using the "Group update" option. Different formatting options for screening compounds are not supported within the same order. Custom formatting options can be requested at the checkout stage using the "Order comments" form (additional charges may apply). Building blocks are provided in glass vials sealed with Parafilm™ sealing tape. Packaging is performed under an inert gas atmosphere. All items are packaged in cardboard boxes lined with foam rubber for shipping.

10.3. Shipping and handling charges added to the order are indicated during the checkout process. The amount of these charges depends on the shipping destination.

10.4. The Purchaser, by its own discretion, may specify its own delivery account number with a particular courier service company in its profile.

10.5. You indemnify Enamine for any late delivery of the product if Enamine dispatched the product to the courier company on time, as well as for loss and damage of the product by such courier company.

11. Taxes

11.1. Prices shown on the Site exclude all taxes or charges ("Taxes") that may apply to your purchase. Prices shown on the Site also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the checkout page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase.

11.2. The recipient of an international shipment may be subject to import duties and taxes, which are levied once a shipment reaches the destination country. For all orders, the Purchaser is fully responsible for paying any taxes, customs duties, and/or associated charges for customs clearance. The Purchaser takes full responsibility to comply with local rules and regulations applicable to ordered chemicals, including but not limited to safe and environmentally friendly handling and disposal.

12. Confidential information

You undertake to treat and maintain as confidential all Confidential Information, which may only be used for the purposes of fulfilling your obligations under these Terms of Use. Notwithstanding the above, you may disclose Confidential Information pursuant to a valid court order or where the Confidential Information is already in the public domain through no fault of yours.

13. Privacy and Use of Cookies

13.1. Enamine Privacy Policy and Cookies Policy apply to the use of this Site, and their terms make a part of these Terms of Use by reference. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

13.2. Subject to the foregoing, and to the extent permitted by applicable law, the total aggregate liability of Enamine and the Preferred Distributors arising out of or in connection with these Terms of Use, the Site, the Products, Enamine Data, and Open Structure Data, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount paid by Purchaser for the Products giving rise to the claim during the twelve (12) months preceding the event giving rise to the claim and, in respect of Enamine Data and Open Structure Data supplied free of charge, shall not exceed one thousand euro (EUR 1,000). Nothing in these Terms of Use excludes or limits any liability that cannot lawfully be excluded or limited.

14. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

14.1. ENAMINE TRIES TO KEEP THE SITE, SERVICES, APPLICATIONS, AND TOOLS SAFE, SECURE, AND FUNCTIONING PROPERLY. YOU ACKNOWLEDGE THAT ENAMINE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR SITE, SERVICES, APPLICATIONS, OR TOOLS. YOU FURTHER ACKNOWLEDGE THAT THE OPERATION OF AND ACCESS TO OUR SITE, SERVICES, APPLICATIONS, OR TOOLS MAY BE INTERFERED WITH AS A RESULT OF TECHNICAL ISSUES OR NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. UPDATES AND OTHER NOTIFICATION FUNCTIONALITY IN APPLICATIONS MAY NOT OCCUR IN REAL TIME. ENAMINE SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY AFOREMENTIONED CASES.

15. Open Structure Data

15.1. Notwithstanding any other provision of these Terms of Use, a registered User may download Open Structure Data from the Site and may store, view, search, process, analyze, model, modify, and

otherwise use it for any lawful purpose, with any software or computational system, including cheminformatics tools and AI/ML Systems, and may permit its Affiliates, contractors, and service providers to do so on its behalf. No separate authorization from Enamine is required.

15.2. The User shall not, without Enamine's prior written consent: (i) sell, license, or otherwise commercially distribute Open Structure Data as a dataset; (ii) systematically republish or otherwise make publicly available the whole or a substantial part of the Catalogs; or (iii) use Open Structure Data to build or offer to third parties a compound catalog, chemical space, or database that competes with Enamine's offerings.

15.3. The preceding paragraph does not restrict the use or disclosure of individual structures or limited sets of structures in the ordinary course of the User's research, including in scientific publications, patent applications, and regulatory filings.

15.4. Where a file made available for download contains both Open Structure Data and other Enamine Data, this section applies to the chemical structure and Enamine compound identifier fields only; all other fields remain Enamine Data and are subject to the section titled "Enamine Data Use".

16. Acceptable Use of the Site

16.1. Purchaser shall not, and shall not permit any third party to: (i) access the Site by any automated means, including robots, crawlers, scrapers, or scripts, except for a search engine operating in accordance with the Site's robots.txt file; (ii) circumvent, disable, or interfere with any access control, registration requirement, rate limit, or other technical measure applied to the Site or to any download from it; (iii) use any account other than its own, or permit any third party to use its account; (iv) extract or re-utilise the whole or a substantial part of the Catalogs otherwise than as expressly permitted in these Terms of Use; or (v) interfere with the operation, security, or integrity of the Site.

16.2. Enamine may apply rate limits, volume limits, and other technical measures to downloads from the Site, and may suspend or terminate any account used in breach of this section.

17. Enamine Data Use

17.1. Except for Open Structure Data and Purchaser Data, Purchaser shall not, without Enamine's prior written consent: (i) sell, license, sublicense, or otherwise commercially distribute Enamine Data or ED Derivatives; (ii) systematically republish or otherwise make publicly available Enamine Data, in whole or in substantial part; (iii) use Enamine Data to build, enumerate, or offer to third parties a chemical space, compound catalog, or database that competes with Enamine's offerings; or (iv) use Enamine Data to train, develop, or fine-tune any AI/ML System that is made available to third parties or that is capable of reproducing or substituting for the Catalogs.

17.2. For clarity, Purchaser may view, store, search, process, analyze, model, and otherwise use Enamine Data with any software or computational system, including cheminformatics tools and internal AI/ML Systems, for its own internal research purposes, and may permit its Affiliates, contractors, and service providers to do so on its behalf, provided that they are bound by obligations no less protective than those set out in these Terms of Use.

17.3. Nothing in this section restricts Purchaser's use or disclosure of individual compounds or limited sets of compounds obtained from Enamine, including in scientific publications, patent applications, and regulatory filings.

17.4. Purchaser and Enamine mutually agree that any breach of these Terms of Use by Purchaser may cause irreparable damage to Enamine and/or its affiliates, and that monetary damages alone would not be adequate and, in the event of such breach or threat of breach, Enamine shall have, in addition to any and all remedies at law and without the posting of a bond or other security, the right to an injunction, specific

performance or other equitable relief necessary to prevent or redress the violation of the Purchaser's obligations under these Terms of Use.

18. Sanctions, Export Control and Trade Compliance

18.1. **Definitions.** "Sanctions Laws" means all economic or trade sanctions, export control, and trade restriction laws, regulations, and designations administered or enforced from time to time by Ukraine, the European Union and its Member States, the United States of America (including the Export Administration Regulations and the regulations and designations administered by the Office of Foreign Assets Control), the United Kingdom, and the United Nations Security Council. "Sanctioned Country" means any country or territory that is the subject of comprehensive Sanctions Laws, and in all cases includes the Russian Federation and the Republic of Belarus. "Sanctioned Person" means any person that is (i) listed on any restricted-party list maintained under Sanctions Laws; (ii) established, resident, or located in a Sanctioned Country; (iii) owned or controlled by, or acting for or on behalf of, any such person; or (iv) otherwise the target of Sanctions Laws.

18.2. **Eligibility.** By registering an account, placing an order, or accessing Enamine Data or Open Structure Data, Purchaser represents and warrants, on each occasion, that it is not a Sanctioned Person, is not acting for or on behalf of a Sanctioned Person, and is not located in a Sanctioned Country.

18.3. **Compliance.** Purchaser shall comply with all Sanctions Laws applicable to it in connection with the Site, the Products, Enamine Data, and Open Structure Data, and shall not sell, export, re-export, transfer, or otherwise make available any Product, Enamine Data, or Open Structure Data, directly or indirectly, to any Sanctioned Person or Sanctioned Country or otherwise in breach of Sanctions Laws.

18.4. **End use.** Purchaser shall not use, and shall not permit any third party to use, any Product, Enamine Data, or Open Structure Data in connection with the development, production, handling, or deployment of chemical, biological, or nuclear weapons or their means of delivery, or for any other prohibited end use under Sanctions Laws. Purchaser shall obtain and maintain all licenses, permits, and authorizations required for its handling, possession, and use of the Products, including in respect of controlled substances, scheduled chemicals, and drug precursors.

18.5. **Screening and refusal.** Enamine may screen any Purchaser, User, consignee, and end user against restricted-party lists, may require Purchaser to provide end-use and end-user information, and may refuse, suspend, delay, or cancel any registration, order, delivery, or access to Enamine Data or Open Structure Data where Enamine considers, acting reasonably, that proceeding would or might breach Sanctions Laws or Enamine's compliance policies. Enamine incurs no liability for doing so, and any amount already paid in respect of a canceled order will be refunded.

18.6. **Termination.** Enamine may terminate Purchaser's account and access to the Site with immediate effect, and revoke any permission granted under the section titled "Open Structure Data" in respect of future downloads, if Purchaser breaches this section or becomes a Sanctioned Person.

18.7. **Notification.** Purchaser shall notify Enamine without delay if it becomes, or becomes aware that it is likely to become, a Sanctioned Person, or if it becomes aware of any breach of this section.

19. Force Majeure

19.1. Neither Enamine nor any Preferred Distributor shall be liable for any delay in performing, or any failure to perform, any obligation under these Terms of Use to the extent that the delay or failure results from any cause beyond its reasonable control, including war, invasion, armed conflict, act of a hostile state, mobilization, martial law, terrorism, cyberattack, failure or interruption of power, communications, or transport infrastructure, fire, flood, epidemic, strike, embargo, sanctions, or act of any governmental authority. Where such a cause continues for more than sixty (60) days, either party may cancel the affected order by written notice, and Enamine will refund any amount already paid in respect of it.

20. Acceptance and Survival

Your access to and use of this Site is subject to these Terms of Use and all applicable laws. By accessing and browsing this Site, you accept these Terms of Use. If Purchaser and Enamine, Enamine Ltd., or a Preferred

Distributor have entered into a separate written agreement, that agreement prevails over these Terms of Use to the extent of any conflict, and nothing in these Terms of Use reduces any right granted to Purchaser under such an agreement. If you do not agree to these Terms of Use, you may not use the Site. Enamine may amend these Terms of Use as set out in the section titled "Introduction". The sections titled "Enamine Data Use", "Acceptable Use of the Site" and "Sanctions, Export Control and Trade Compliance", and the restrictions set out in the section titled "Open Structure Data", survive the end of your use of the Site for ten (10) years. Obligations in respect of Confidential Information survive for as long as the relevant information remains confidential. The permission to use Open Structure Data granted in the section titled "Open Structure Data" is perpetual in respect of Open Structure Data lawfully downloaded before the end of your use of the Site. The section titled "Governing Law" applies to any claim arising out of or in connection with the Site, the Content, or Enamine Data, whenever brought.

21. General

21.1. **Assignment.** Purchaser may not assign or transfer any of its rights or obligations under these Terms of Use without Enamine's prior written consent. Enamine may assign or transfer its rights and obligations to Enamine Ltd., to any Affiliate, or to any successor to the relevant part of its business.

21.2. **Notices.** Notices to Enamine under these Terms of Use must be given in writing to the address stated on the Site for the contracting entity, with a copy by electronic mail. Notices to Purchaser may be given to the electronic mail address registered in the Purchaser's account and are deemed received on the day of transmission.

21.3. **Severability.** If any provision of these Terms of Use is held to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable or, if it cannot be so modified, severed, and the remaining provisions shall continue in full force and effect.

21.4. **No waiver.** No failure or delay by Enamine in exercising any right under these Terms of Use operates as a waiver of that right, and no single or partial exercise of any right precludes any further exercise of it.

22. Governing Law

These Terms of Use will be construed and interpreted and their performance governed by the law i) of Latvia, if you reside in the European Union, and ii) of the State of New York (the USA), if you reside in the other countries of the world; without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. Any dispute arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of i) the courts of Riga, Latvia, if you reside in the European Union, and ii) the state and federal courts located in the Borough of Manhattan, City and State of New York, if you reside in the other countries of the world; and each party irrevocably submits to that jurisdiction.