

Ridom GmbH

EULA - End User License Agreement for Software

1. General

- a) This End User License Agreement (EULA) forms a legally binding contract between you, the licensee, and Ridom GmbH, the licensor for the Ridom software and related media, materials and documentation (the software product).
- b) By using the license key to register your Ridom software to make a Ridom software useable, you declare your agreement to be bound by this EULA.
- c) If you do not agree to these conditions, you are not entitled to use the software package. You must uninstall and delete the license key and the downloaded software without delay, at the latest within 10 days from receipt, in order to receive a complete refund of usage charges paid for the software.
- d) The person who concludes this EULA assures and makes warranty that he is entitled to declare a legally binding contract on behalf of his employer as the licensee.
- e) The software product is licensed, not sold.

2. Copyright

- a) The software product distributed by Ridom GmbH is protected both by copyright laws and international copyright treaties, and also by other laws and agreements concerning intellectual property.
- b) Ownership and copyright of the software product (including but not restricted to images, photographs, animations, video, audio, text and applets which are included in the software product), the accompanying material and each copy of the software product are the property of Ridom GmbH. All rights and intellectual property rights in and to content which can be accessed with the aid of this software product are the property of the respective owners of the content, and may be protected by applicable intellectual property rights laws and other laws and agreements on intellectual property. This EULA does not grant the licensee the right to use such content. If this software product includes documentation which is only provided in electronic form, the licensee may print a copy of this electronic documentation.

3. Scope of License

- a) For the Bruker MBioSEQ Ridom Typer software the duration of the license is limited to a time period as specified in the invoice or other agreement. If a license key is not used previously by the licensee the license period will be automatically activated 180 days after the delivery date, without any further notification required.
- b) The licensee is only allowed to use, to access, and to execute or in another way to interact with the software with the license key.
- c) If this software product is a license package with seats, the licensee is entitled to create and use named user accounts of the software product, up to the number of named user accounts which are contractually (as stated in the quote and invoice) established as licensed seats.
- d) The MBioSEQ Ridom Typer Server software is licensed

to be used productive as a single unitary product. The licensee is entitled to install a second MBioSEQ Ridom Typer Server unitary product only for evaluation of product compliance and performance before updating the productive unit to a new version. The licensee is entitled to install as many MBioSEQ Ridom Typer Clients as wished on various computers.

- e) The licensee is entitled to migrate the MBioSEQ Ridom Typer Server software product, the demonstration version or the trial version thereof to another computer or virtual machine.
- f) The licensee is not entitled to reverse develop, to decompile or to disassemble the software product, unless, and then only insofar as, the applicable law, regardless of this limitation, expressly permits this.
- g) The licensee is not entitled to resell the software product or in any other way to transfer the software product for a counter-value. The licensee is not entitled to rent the software product, to lease it, or to lend it.
- h) Without prejudice to its other rights, Ridom GmbH is entitled to terminate this EULA insofar as the licensee contravenes the provisions of this EULA. In such a case, the licensee is obliged to delete all copies of the software with all its components and the license key.
- i) After installing a copy of the software product in compliance with this EULA, a copy of the original software product that was supplied by Ridom GmbH may only be kept for security or archiving purposes. Insofar as not expressly permitted in this EULA, the licensee may not in any other case make copies of the software product or of the material which accompanies the software product.
- j) Ridom GmbH reserves all rights not expressly granted. The individual provisions of this license agreement can only be changed by Ridom GmbH. The written form is required for this, without any exception.

4. Warranty and Assurances

- a) The software product is supplied in accordance with the current development status. Ridom GmbH draws attention to the fact that is not possible in the current state of technology to create computer software such that it works without errors in all applications and combinations. The subject of this contract is therefore only software which is in principle usable in the sense of the program descriptions and user manual.

Ridom GmbH supplies without charge, within 30 days from the date of purchase, replacements for defective downloaded software, for the case that the software product is fundamentally unusable in the sense of the description supplied with it, or refunds the purchase price to the licensee against return of the defective software product. If Ridom GmbH is not in a position to fulfill the warranty, both sides have the right to rescind the contract, with the purchase price being refunded to the licensee.

- b) Statements contained in brochures, advertisements and similar documents represent only descriptions, and do not contain any assurance of properties or guarantees. The assurance of properties requires an express written

Ridom GmbH

EULA - End User License Agreement for Software

agreement. This also applies for price quotations and for statements on the release of additions and extensions.

5. Limitation of Liability

- a) The licensee bears the responsibility for the selection and for the consequences of use of the software product, together with the results thereby intended or achieved.
- b) The software product is expressly intended only for research purposes, and not for the preparation of diagnoses, and particularly not for in vitro diagnosis (IVD).
- c) Liability for damages of any kind (included without restriction are damages from loss of profit, loss of business information or from any other financial loss) which arises as a result of the use of this product or of the inability to use this product is expressly excluded. Insofar as not expressly stipulated in this EULA, Ridom GmbH makes no warranties, either expressly or implicitly, including implicit warranties with respect to merchantability or suitability for a specific purpose. All implicit warranties which may possibly be imposed by law are restricted, to the greatest extent permitted by law, to the provisions contained in this EULA. Ridom GmbH shall not be liable for any loss of data unless the licensee has ensured through appropriate and state-of-the-art backup procedures that such data can be restored with reasonable effort. In such cases, Ridom GmbH's liability shall be limited to the cost of restoring the data from the duly backed-up copies. This does not affect liability for intent, gross negligence, or injury to life, body, or health.
- d) For damage or loss which involve death or physical injury, Ridom GmbH is in no case liable for aggravated compensation for damages or penalty compensation for damages, for any specific indirect, coincidental damage or loss or consequential loss or damage arising there from (this applies particularly, but not exclusively, for loss of use, loss of data, loss of profit and for loss of savings and business). This applies regardless of the basis of the claim or grievance (such as, for example, infringement of the warranty, of the provisions of the contract, of the contract, from law, and arising from an offense, including strict liability and negligence or other legal grounds) and even if notification is given of the possibility of such damages or if such a possibility was reasonably foreseeable.
- e) This exclusion according to origin does not apply for damage which is caused by Ridom GmbH through malicious intent or gross negligence. Equally, claims which are based on mandatory legal regulations for product liability remain undisturbed.
- f) Ridom GmbH is not responsible for and makes no warranty for the products running without interruption or without error.
- g) The liability of Ridom GmbH for damage and loss of any kind whatsoever and regardless of the legal basis on which the claim or grievance is based, is limited, to the extent permissible under the law, to the amount which the licensee actually paid for the software product that

caused the damage or loss.

- h) The obligation to warranty lapses completely if the licensee alters the software without authorization from the licensor.

6. Compliance with laws / Export control

- a) The performance of each party hereunder is subject to compliance with all applicable laws
- b) The licensee understands that exports and re-exports of Ridom GmbH's products and any related software, service, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the "Items") may be subject to German, European, U.S. and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the "Export Laws"). In addition to any other remedy it may have, Ridom GmbH may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (i.) Ridom has not received all export-related documentation requested by Ridom GmbH, including end-user certificates, (ii.) Ridom GmbH has not received the governmental approvals that Ridom GmbH deems to be required, or (iii.) Ridom GmbH believes that such activity may violate any Export Laws or Ridom GmbH's own compliance policies. The licensee shall only use the Items for non-military, peaceful purposes. Ridom GmbH shall not export, re-export or otherwise transfer or provide any Item in contravention of any applicable Export Law or any end-user certificate provided by the licensee, including to an embargoed or otherwise sanctioned country, to anyone listed on any applicable prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). The licensee must notify Ridom GmbH before providing any technical data to Ridom GmbH that is controlled under any applicable Export Law. Ridom GmbH will not be liable to the licensee for any loss or expense if Ridom GmbH fails to comply with any Export Law.
- c) The licensee will comply with all applicable import laws or other restrictions or conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. The licensee shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense. The licensee shall immediately notify Ridom GmbH if an import permit, license or other authorization is required in connection with any such import.
- d) Ridom GmbH complies with the provisions of the EU embargos. Therefore, Article 12g of the Council Regulation (EU) 833/2014 and Article 8g of the Council Regulation (EC) No 765/2006 apply as follows:
 - i. The licensee shall not sell, export or re-export, directly or indirectly, to 1. the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council

Ridom GmbH

EULA - End User License Agreement for Software

- Regulation (EU) No 833/2014 and/or to 2. Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006.
 - ii. The licensee shall undertake its best efforts to ensure that the purpose of paragraph i. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - iii. The licensee shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph i.
 - iv. Any violation of paragraphs i., ii. or iii. shall constitute a material breach of an essential element of this Agreement, and the licensee shall be entitled to seek appropriate remedies, including, but not limited to: 1. termination of this Agreement; and 2. a penalty of 50% of the total value of this Agreement or price of the goods exported, whichever is higher.
 - v. The licensee shall immediately inform Ridom GmbH about any problems in applying paragraphs i, ii or iii, including any relevant activities by third parties that could frustrate the purpose of paragraph i. The licensee shall make available to Ridom GmbH information concerning compliance with the obligations under paragraph i., ii., and iii. within two weeks of the simple request of such information.
- b) Instead of the ineffective or contestable provision, an appropriate regulation is to apply which, as far as legally permissible, comes as close as possible to that which the parties who concluded the contract intended or would have intended in accordance with the sense and purpose of this contract if they had considered the point when concluding this contract. The same applies in the event of a lacuna in this contract. This also applies even if the ineffectiveness of a provision rests in any way on a measure of the performance and the time (period or date) prescribed in the contract. A legally permissible measure of the performance or time (date or period) which comes as close as possible to that which was intended shall then be deemed to be agreed.
 - c) This EULA replaces all written or oral declarations of intent of those concluding the contract which were given in connection with the contract negotiations, even insofar as these declarations may differ from the contents of the present contract. Equally, any previous EULA is replaced by this contract.
 - d) In addition, the General Terms and Conditions of Business of Ridom GmbH also apply.

7. Place of Judgment and Applicable Law

- a) Place of fulfillment for all obligations arising from the contract relationship is, for both contract partners, Münster (Germany), the base of Ridom GmbH. This applies even if the residence of the customer is unknown or is outside Germany.
- b) Exclusive place of judgment for all disputes arising from this contract is also Münster, if the licensee is a merchant, a publicly incorporated company, or a special fund under public law, or is without a place of judgment in Germany, insofar as no other place of judgment is compulsorily prescribed by law.
- c) For the following claims of Ridom GmbH on the basis of this license contract – regardless of what kind – the law of the Federal Republic of Germany applies exclusively, with exclusion of the provisions for uniform UN sales law for the sale of chattels.
- d) Insofar as not otherwise agreed, German law is also applicable to contract relationships with foreign customers.

8. Final Provisions

- a) Should any provision of this EULA be or become ineffective or contestable for any reason, its content is not otherwise disturbed thereby. Rather, it is to be performed in accordance with the intent.

Ridom GmbH
Mendelstr. 11
D-48149 Münster, Germany

web: www.ridom.de

Register Court: Münster (HRB 12982)
VAT-ID: DE-225917195