

End User License Terms for Sphere in a Box (Beta Version)

1. Scope and subject matter of the contract

1.1 This End User License Agreement (hereinafter "**EULA**") governs the terms and conditions under which CLADE GmbH, Schelztorstraße 54, 73728 Esslingen am Neckar (hereinafter "**CLADE**") grants its licensees a limited right to use the Sphere software, which is installed on a PC and made available to the customer, for a fee.

1.2 By accepting the EULA, the licensee agrees to the terms and conditions of use of the Software set out therein.

2. Description of the software/definition of the software functions

2.1 Sphere is a software application that is made available to the licensee via a web application. It enables chemometric models to be created on the basis of FTIR data and the spectra database provided in the software application and applied to FTIR spectra generated by a CLADE™ MIRA Analyzer (hereinafter "**Analyzer**") (hereinafter "**Software**"). The Software has been newly developed and is in beta stage. The Software is provided via a PC on which the Software is installed by CLADE. The PC and the Software are intended for use with a specific Analyzer, the serial number of which is specified in the offer.

2.2 It is not possible to transfer data from the Software to the CLADE™ Sphere cloud solution.

2.3 The measurement results of the Analyzer are exported and can then be imported into the Software application. In the Sphere in a Box Software application, chemometric models can be created by the customer and measurement data can be applied to these models.

3. Intellectual property and granting of rights

3.1 Subject to any provisions to the contrary in this Section 3, all industrial property rights and copyrights to the Software, its contents and the spectrum database entries as well as all rights of use in connection with the use of the Software are and shall remain the full property of CLADE.

3.2 With regard to its industrial property rights, CLADE grants the licensee, against full and unconditional payment of the contractually agreed remuneration, a non-exclusive, non-transferable and non-sublicensable right to use the Software, limited to the term of the contract, solely for the

fulfillment of the licensee's operational purposes. Upon expiry of the license term, the rights of use granted shall expire automatically.

3.3 The licensee is not authorized to lease or sublicense the Software and/or to copy, distribute, sell and/or make the Software available to third parties. The creation of backups of measurement results is permitted.

3.4 The licensee is prohibited from duplicating, reverse-engineering or back-translating the Software, removing parts of the Software or making any other changes or manipulations to the Software.

3.5 The licensee is not authorized to use the Software on a PC other than the one specified in the respective Software license offer.

3.6 Furthermore, the licensee has no claim to the source code of the underlying Software.

3.7 The mandatory provisions pursuant to Sections 69 a et seq. of the German Copyright Act (UrhG) shall remain unaffected.

3.8 The licensee undertakes not to violate applicable law or the rights of third parties when using the Software.

3.9 The licensee is not authorized to remove any identification marks, trademarks and/or copyright notices attached to the Software.

3.9 Insofar as the licensee breaches the above obligations, the licensee shall indemnify CLADE against all claims asserted by third parties in this connection, including reasonable defense costs, the amount of which shall be determined in accordance with the hourly fees customary in the legal profession.

4. Limited warranty

3.1 CLADE shall provide the Software as is. The statutory warranty provisions on the sale of goods shall not apply.

3.2 It is expressly pointed out that the Software has not yet reached its final stage of development and may contain errors, malfunctions and interruptions. The licensee uses the Software at his own risk.

3.3 CLADE's warranty liability for defects pursuant to Section 536 a (1) BGB is excluded in full. Mandatory statutory liability shall remain unaffected by this.

3.4 In the event of malfunctions or errors in the Software, CLADE shall attempt to rectify errors or take remedial action at short notice and to eliminate these malfunctions or errors in the form of a mandatory update or by providing the next Software version.

3.5 Minor errors in the Software shall have no effect on the contractual performance owed by CLADE under this EULA, provided that the overall functionality of the Analyzer and the Software is not impaired.

3.6 CLADE accepts no liability for the accuracy and/or correctness of the measurement results obtained by the licensee through the use of the Software.

3.7 CLADE shall not be liable for the loss of data stored on the PC. CLADE makes it clear that no back-up is made with regard to this data, as the data is stored exclusively on the PC on which the Software is installed.

3.8 Excluded from the CLADE warranty are defects resulting from misuse, negligence or incidents on the part of the licensee, including but not limited to: use of the Software in violation of the terms of this EULA; use in connection with Software not provided or approved by CLADE; and modification of the Software not authorized by CLADE.

5. Feedback

The licensee undertakes to provide CLADE with detailed feedback on the beta version of the Software. This includes, but is not limited to, problems, defects, bug reports or suggestions for improvement as well as general feedback from users. The licensee may also be asked to complete questionnaires about the Software.

The feedback shall be sent to CLADE in writing within 14 days of receipt of the request.

6. Miscellaneous

6.1 Upon termination of the license agreement between CLADE and the licensee, the licensee is obliged to cease using the Software immediately.

6.2 Amendments and supplements to this EULA shall be made in writing. This also applies to a waiver of this written form requirement.

6.3 Should a provision of this EULA be invalid or unenforceable or become invalid or unenforceable in the future, this shall not affect the remaining provisions of this contract. In place of the invalid or unenforceable provision, the parties hereby undertake to agree on a valid provision that comes as close as possible in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of gaps in this contract

6.4 This EULA is subject to German law.

6.5 Stuttgart is agreed as the place of jurisdiction. Recourse to other jurisdictions or dispute resolution by arbitration is excluded.