

Consolidated End User Licence Agreement (EULA) for the Software ‘Edelweiss’

1. Preamble

This End User Licence Agreement (hereinafter "EULA") governs the temporary (rental licence) or permanent (purchase licence) transfer and use of the standard software ‘Edelweiss’ (hereinafter "Software") by rhd instruments GmbH & Co KG, Darmstadt (hereinafter "Licensor"), to the customer as licensee (hereinafter "Licensee").

2. Definitions

- "Software": The computer program ‘Edelweiss’ together with its documentation and any updates or upgrades provided.
- "Licensee": The contractually authorised, using party (customer/user).
- "Licensor": rhd instruments GmbH & Co KG.
- "Scope of Use": The scope of use and purpose of use as agreed in the contract and defined by the licence purchased.
- "Update": Any alteration or improvement to the software within a main version (e.g. 1.0.8 to 1.0.9), typically for bug fixes, stabilisation or remedying minor deficiencies. These are included in the licence fee.
- "Upgrade": A change to a new major version of the software with extended or fundamentally altered features (e.g. from Edelweiss 1 to Edelweiss 2). Upgrades are not included in the original licence fee and require a separate agreement.
- "Support": Technical assistance from the Licensor for installation, application or error messages.
- "Maintenance": Regular, contractually agreed maintenance, including bug fixes, security patches and adaptation to supported operating systems.
- "CopyMinder Licence System": Activation and validation system provided by Microcosm Ltd. (UK). The licence key is provided by the Licensor; validation occurs against the Microcosm Ltd. servers either directly via the software or manually.
- "Misuse": Any use beyond the agreed scope of use, especially simultaneous multiple use of a single-user licence, unauthorised transfer, decompilation beyond what is permitted by law, distribution to third parties, intentional or grossly negligent violation of confidentiality, and manipulation of the licence key or access data.

rhd instruments GmbH & Co. KG Otto-Hesse-Straße 19 / T3 64293 Darmstadt Sitz der Gesellschaft: Darmstadt Amtsgericht Darmstadt HRA 85824 USt-IdNr. DE 292211030 WEEE-Reg.-Nr. DE 54715752	Haftende Gesellschafterin: rhd instruments Verwaltungs GmbH Sitz der Gesellschaft: Darmstadt, Amtsgericht Darmstadt HRB 96374 Geschäftsführer: Dr. Benedikt Huber Dr. Marcel Drüschler	Firmenkontakt: Tel.: +49 6151 8707187 Mo – Fr von 9:00 bis 17:00 Uhr Fax.: +49 6151 8707189 Web: www.rhd-instruments.com E-Mail: info@rhd-instruments.com
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3. Subject Matter of the Contract; Licence Models

3.1 The software is provided to the Licensee either for a specified period (rental) or on a permanent basis (purchase), for the agreed scope of use and exclusively in accordance with this EULA.

3.2 The CopyMinder licence system is used. Licence models provided:

- **Trial Licence:** Temporary and time-limited; full access; can be converted to a standard licence after expiration.
- **Standard Online Licence:** One licence per user; installation can be moved to another PC; requires regular online checks.
- **Offline Licence:** One licence per designated PC; installation is bound to one PC and cannot be moved after activation; no internet access necessary.
- **Network Licence:** One licence per concurrent user in a network; includes server communication with the Microcosm Ltd. server and roaming licences for offline use.

3.3 Transfer or assignment to third parties is not permitted without the express written consent of the Licensor. For network licences, specific arrangements apply.

4. Rights and Obligations of the Licensee

4.1 The Licensee is granted a non-exclusive, non-transferable right of use as contractually agreed. Use on multiple devices is restricted according to the purchased licence type and may be limited to one installation or one user at a time.

4.2 Creation of backup copies is permitted within the scope of statutory provisions. Decompilation is permissible only to the extent expressly required by law.

4.3 The Licensee must protect all licence keys, access data or local licence servers from misuse and unauthorised third-party access.

4.4 Should misuse occur within the meaning of this EULA, the Licensor may revoke usage rights without notice. Where applicable, the Licensee must refrain from any continued use after such revocation.

5. Installation and Initial Activation

Installation is the responsibility of the Licensee in accordance with the documentation provided. The agreed system requirements must be observed. Initial activation and recurring validation are conducted via the CopyMinder system.

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6. Support and Maintenance

6.1 Where expressly agreed or in the case of rental licences, the Licensor shall provide support and maintenance, generally included in the licence fee. For permanent licences, separate maintenance agreements are required.

6.2 Support includes assistance with technical and application-related questions and errors within the Licensor's specified support hours. Maintenance includes bug fixes, security patches, adaptation to supported operating systems; upgrades are only included if contractually agreed.

6.3 Maintenance and support availability ends upon the expiry of the contract/licence period. If a software version has been discontinued, there is no entitlement to maintenance or support.

7. Remuneration; Payments

The remuneration is specified in the individual contract. In the event of default in payment, the Licensor may block access and charge default interest or a flat-rate default fee.

8. Liability for Defects; Exclusion of Liability

8.1 Liability for defects and other liability is governed by mandatory statutory provisions.

8.2 Otherwise, the Licensor is only liable for intent or gross negligence.

9. Data Protection and Confidentiality

9.1 Personal data is processed in compliance with the applicable data protection law. For the licence management, company and contact data (company, name, country, email address) are processed and stored on servers operated by Microcosm Ltd. in the UK and Ireland. All other data processed by the software remains strictly local unless intentionally shared or uploaded by the user, in particular through exporting or uploading to an electronic lab notebook (ELN) system.

9.2 Both parties undertake to maintain confidentiality with regard to all trade and business secrets obtained in the course of the licence relationship.

10. Final Provisions

10.1 Place of jurisdiction is Darmstadt, Germany, provided the Licensee is a merchant, legal entity under public law, or has no general place of jurisdiction in Germany. German law applies exclusively. The UN Convention on the International Sale of Goods (CISG) is excluded. Individual agreements between the Licensor and Licensee (including collateral agreements,

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supplements, amendments) shall always take precedence over this EULA. Unless proven otherwise, the content of such agreements is determined by written agreement or written confirmation by the Licensor.

10.2 The Licensee's general terms and conditions are excluded.

10.3 Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.

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