

# End User License Agreement (EULA) of aquila biolabs GmbH – Full Versions

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## 1. Scope of these License Terms

1.1 This end user license agreement (“EULA”) governs the legal relationship between aquila biolabs GmbH (“aquila biolabs”), Arnold-Sommerfeld-Ring 2, 52499 Baesweiler, Germany, Amtsgericht Aachen HRB 19240, and each licensee (“Licensee”) with regard to the use of software licensed from aquila biolabs.

1.2 When Licensee acquires a license from aquila biolabs for the software specified in Appendix 1, the scope of the license grant shall be as further set out in Appendix 1 and shall include the corresponding data stock contained therein (hereinafter the “Software”) as well as the associated application documentation (in printed or electronic form) as set out in Appendix 1 (hereinafter the “Application Documentation”) in the language specified therein (collectively, the “Contract Items”) subject to the license terms agreed as follows. Not included in the Contract Items or the Software are the third party components listed in Appendix 2 which are subject to separate license terms of the respective third party IP owners as described and/or attributed in Appendix 2. The source code of the Software is not part of or included in the Contract Items or any license granted under this EULA.

1.3 Unless explicitly stipulated by aquila biolabs the Contract Items are not designed to and may not be used for safety critical applications, such as the use for medical or military purposes or for handling dangerous or hazardous materials.

1.4. The properties of the Software delivered by aquila biolabs are defined exclusively in the software specification made available to the Licensee prior to entering into the EULA. aquila biolabs does not owe any additional properties of the Software.

1.5. To the extent that employees of aquila biolabs issue guarantees prior to conclusion of this EULA, these guarantees shall only be valid if confirmed by the management of aquila biolabs in writing.

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## 2. Scope of Use

2.1 aquila biolabs grants Licensee a non-exclusive, simple right, unlimited by time, to use the Contract Items exclusively with the hardware provided by aquila biolabs in single and multi-user environments.

2.2. Licensee may only use the Software for its own business purposes. Permissible business purposes shall also include the use for public research and for publications at universities. Any other uses are permitted only after obtaining prior written consent from aquila biolabs. Other uses include in particular

2.2.1. operation of data centers for third parties or

2.2.2. permanently or temporarily making the Software available (e.g. as application service providing or as download) for third parties

2.2.3. use of the Software for the training of persons that are not employees of the Licensee.

Commercial subletting is not permitted.

2.3. The use of the Contract Items or any articles, goods, materials, or services sold or otherwise provided in connection to the Contract Items for the development, production, use or maintenance of weapons, including but not limited to conventional weapons, chemical weapons, biological weapons, or any form of weapons of mass destruction, is strictly prohibited. Licensee agrees not to use, or permit the use of, the Contract Items in any activity related to the development, production, handling, storage, or deployment of any form of weaponry or military technology intended for harm or destruction.

2.4. Making copies of the Software is only permitted to the extent that this is necessary for the contractually permitted use. Licensee may create a backup-copy of the Software in accordance with business best practices to the extent strictly necessary. Backup-copies on removable storage media are to be labeled as “back-up copies” and marked with the copyright notice of the original storage medium.

2.5. Licensee may only modify, extend or otherwise edit the Software in accordance to Section 69c no. 2 of the German Copyright Act, to the extent that this is explicitly permitted by mandatory statutory provisions. Licensee or a third party may not attempt to rectify faults of the Software before granting aquila biolabs two attempts to fix the fault. The Licensee shall not acquire any rights for use or exploitation of such modifications other than the rights granted under this EULA. aquila biolabs may however choose to offer Licensee an exclusive or non-exclusive right of use with the right to sublicense for an adequate fee.

2.6. Decompilation of the Software is strictly forbidden.

2.7. If for the purpose of rectifications or maintenance aquila biolabs provides Licensee with supplements (e.g. patches, supplements to the operating manual) or a new edition of the Contract Items (e.g. update, upgrade), which replace the originally provided Contract Items, they shall be subject to the provisions of this EULA.

2.8. Licensee may only use the Software in a manner that exceeds the rights of use granted hereunder after obtaining aquila biolabs prior written consent.

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### **3. Installation, Training**

3.1. With regard to the installation of the Software aquila biolabs refers to the installation instructions set out in the application documentation, in particular the hardware and software environment required by Licensee. Upon Licensee’s request aquila biolabs may perform the installation of the Software subject to a separate agreement.

3.2. aquila biolabs offers briefings and trainings on the basis of separate agreements.

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### **4. Protection of Software and Application Documentation**

4.1. Unless a right has been explicitly granted to Licensee under this EULA, all rights to the Contractual Items (and all backup-copies made by Licensee) – in particular the copyright, the right to or in inventions, and technical intellectual property rights - shall remain exclusively with aquila biolabs. This shall also apply to any revision or updates/upgrades of the Contract Items by aquila biolabs. This shall not however affect in any way Licensee’s ownership of any storage devices on which backup copies were made.

4.2. Licensee shall carefully store the Contract Items in a safe place to prevent abuse. Licensee may only make Contract Items (in their original or modified state) available to third parties (i) with aquila biolabs’ prior written consent or (ii) when observing the additional requirements stipulated in Section 5 of this EULA. Licensee’s employees and other persons who are present at the Licensee’s premises for the contractually compliant use of the Contract Items are not deemed to be third parties.

4.3. Licensee is not permitted to modify or remove copyright marks, labels and/or control numbers or control marks of aquila biolabs. In case Licensee is granted the right to modify or amend the Contract Items under this EULA, copyright notices and labels must be maintained in the revised version of the Contract Items.

4.4 If Licensee (i) passes data storage devices, memory or other hardware, on which Contract Items are saved (in whole or in part, in their original or modified state), on to any third party, without meeting the requirements under Section 5, or (ii) gives up the immediate possession of such devices, Licensee must ensure that all stored Contract Items are deleted completely and permanently prior to doing so.

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## **5. Sale of Contract Items**

5.1 Licensee is only authorized to pass on Contract Items to a third party in a uniform manner, after obtaining a binding commitment by the third party that it will observe and comply with this EULA, and after completely and finally ceasing to use the Contract Items himself. Licensee may not temporarily or partially permit or make available Contract Items for use by any third party, regardless of whether Contract Items are made available in tangible or intangible form.

5.2. Licensee is strictly prohibited from reselling, transferring, or exporting the Contract Items to any individual, entity, or country listed on the relevant embargo lists maintained by the United States and the European Union, including but not limited to, countries subject to comprehensive embargoes or sanctions as imposed by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) and the European Union's restrictive measures. This specifically includes a prohibition on sales, exports, or re-exports, directly or indirectly, to the Russian Federation or for use in the Russian Federation of any Contract Items licensed under or in connection with this EULA that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

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## **6. Licensee's participation and information obligations**

6.1. The Licensee assures that he has acquainted himself with the essential functional features of the Software and bears the risk, as to whether it corresponds with his wishes and requirements; in questions of doubt, Licensee has sought advice either from aquila biolabs' employees or from third party experts.

6.2. The installation of a functional hardware and software environment (that is sufficiently equipped even when taking into account the additional load generated by the Contract Items) shall be the exclusive responsibility of Licensee.

6.3. Licensee shall follow the instructions for the installation and implementation of the Software supplied by aquila biolabs. He can regularly obtain up-to-date information by contacting the service team of aquila biolabs by email (insights@scientificbio.com), and take this information into account when using the software.

6.4. To the extent that aquila biolabs has additional obligations exceeding the delivery of the Contract Items, Licensee undertakes to cooperate as necessary at his own cost, e.g. by making available employees, a place of work, hard- or software, data and telecommunication services.

6.5. Licensee undertakes to grant aquila biolabs access to the Contract Items for the purpose of troubleshooting and bug-fixing, at Licensee's discretion either directly and/or by providing remote access. aquila biolabs is authorized to verify whether the Contract Items are used in compliance with the provisions of this EULA. For this purpose, aquila biolabs may request information from Licensee, in particular regarding the period and extent of his use of the Contract Items.

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## **7. Defects of substance or rights; other defaults; limitation**

7.1. aquila biolabs warrants compliance of the Contract Items with the agreed properties at the time of handover in accordance with German statutory provisions for the sale of goods and warrants further that the use of the Contract Items within the scope of this EULA will not infringe third party rights (based on the assumption that third party components listed in Appendix 2 will be licensed and used in accordance with that Appendix).

7.2. In the event a defect exists in the Software, aquila biolabs performs under its warranty by rectification. For this purpose, aquila biolabs may at its own discretion either provide Licensee with a new defect-free software release or rectify the defect. A defect shall be deemed rectified if aquila biolabs can show a reasonably acceptable way to use the Contract Item in question that will avoid the occurrence of the defect.

7.3. In the event that Contract Items infringe third party rights aquila biolabs may first perform under its warranty

by rectification. For this purpose, aquila biolabs at its own discretion may either enable Licensee to use the Contract Items without infringing third party rights or exchange or modify the defective Contract Item with an equivalent item.

7.4. Licensee must accept a new software release as rectification, if the functionality remains within the contractually agreed scope and if the update does not lead to significant disadvantages.

7.5. In case aquila biolabs provides services regarding debugging or troubleshooting, without being obliged to do so, aquila biolabs may request compensation in accordance with its common rates. This shall apply in particular, if the existence of a defect cannot be verified or the defect cannot be attributed to aquila biolabs.

7.6 All statutory warranty claims shall be time barred after one year beginning with the delivery of the Contract Items; the same applies for all other claims of any type or on any grounds Licensee may have against aquila biolabs.

7.7. Notwithstanding Section 7.6. of this EULA, in cases of (a) intent or gross negligence of aquila biolabs, (b) fraudulent concealment of the defect, (c) personal injury, (d) infringement of third party rights as set out in Section 438 para. 1 no. 1 German Civil Code, (e) missing of guaranteed properties (Section 444 German Civil Code), or (f) for any claims resulting from the German Product Liability Act, the statutory provisions on time barring of claims shall apply instead.

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## **8. Liability**

8.1. In all cases of contractual and non-contractual liability aquila biolabs' liability shall be limited as follows:

8.1.1. in cases of willful misconduct and in cases where a guaranteed property is missing, aquila biolabs' statutory liability shall not be limited;

8.1.2. in cases of gross negligence aquila biolabs' liability shall be limited to the amount of typical and foreseeable damages, that should have been prevented by the violated duty;

8.1.3. in other cases: the liability shall be limited to cases where damages result from breach of material contractual obligations if such breach jeopardizes achieving the purpose of the contract, provided that in these cases the liability shall be limited to the amount of damages foreseeable at the time the parties enter into this agreement;

8.1.4. notwithstanding the aforementioned limitations, to the extent that aquila biolabs is insured against the damages incurred by Licensee, aquila biolabs' liability shall also include damages to the extent these are covered by such insurance, provided that aquila biolabs shall only be liable to make payments after receiving a corresponding compensation from the insurance company.

8.2 The limitations of liability set out in Section. 8.1 do not apply to aquila biolabs' liability for personal injury and liability under the German Product Liability Act.

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## **9. End of right to use the Contract Items**

In all cases of termination of Licensee's right to use Contract Items (e.g. by rescission of contract, replacement of Contract Items) Licensee shall hand over all delivered Contract Items immediately and delete or destroy all copies, unless Licensee is obliged to retain such items by law. Licensee shall confirm the completion of the aforementioned in writing.

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## 10. Final provisions

10.1. Any breach of clause 2.3. or 5.2. will result in the immediate termination of the business relationship between aquila biolabs and Licensee and may result in legal action, including claims for damages and the imposition of a penalty as high as legally permitted by law, based on the total contract value or the value of the Contract Items involved. In any such event of a breach, this EULA shall terminate immediately, and all licenses granted in connection with this EULA shall be deemed to have expired.

10.2. The place for performance is Aachen, Germany. If the Licensee is merchant as defined in the German Commercial Code, a governmental legal entity or a special funds under public law, the courts of Aachen shall have exclusive jurisdiction for all disputes arising out of or in connection with this EULA. The same shall apply if Licensee has or moves his place of residence or domicile to a place outside Germany or if his places of residence or domicile are unknown.

10.3. This EULA and any claims resulting therefrom are subject to German law excluding the international private law provisions and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

10.4. Subsequent modifications and additions of this EULA are only valid when made in writing. The same applies to the amendment of this clause.

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Appendix 1 List of software and application documentation

Appendix 2 Third party license agreements for components of software and application documentation according to Appendix 1

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[aquila biolabs GmbH](#)  
[Arnold-Sommerfeld-Ring 2](#)  
[52499 Baesweiler](#)  
[info@aquila-biolabs.de](mailto:info@aquila-biolabs.de)  
[www.aquila-biolabs.de](http://www.aquila-biolabs.de)

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### **Appendix 1** **List of software and application documentation**

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#### **DOTS Software License:**

DOTS Software 1.0, including all its services and routines setups of any software  
firmware binaries  
firmware update tools  
example data  
user guides and any other documentation (API, App Notes, etc.)

The DOTS Software allows users to manage, review and analyse data. By itself the DOTS Software license does not enable the customer to connect to, manage or obtain data from any external devices. Such functionality will require a separate device license as further set out below.

#### **Device Licenses:**

Each license for a specific device will allow the use of one corresponding device at a time. The operation and/or

connection of multiple devices of the same type or of different types simultaneously is possible but will require a separate device-specific license for each device. Compatible devices of the same type within the groups listed below can be exchanged by Licensee at any time provided that not more than one device can be operated, connected, or monitored at the same time under the same license.

- **Biomass Monitoring Device License**  
Perpetual license to use 1 biomass sensor (CGQ or BioR) for all available biomass monitoring applications in the DOTS Software.
  - **Feeding Application Device License**  
Perpetual license to use 1 LIS drive for all available feeding applications in the DOTS Software.
  - **DO Monitoring Device License**  
Perpetual license to use 1 DO sensor for all available DO monitoring applications in the DOTS Software. For a single channel DO sensor 1 DO license is needed. For a dual channel pH and DO sensor 1 pH and 1 DO license will be needed.
  - **pH Monitoring Device License**  
Perpetual license to use 1 pH sensor for all available pH monitoring applications in the DOTS Software. For a single channel pH sensor you will need 1 pH license. For a dual channel pH and DO sensor you will need 1 pH and 1 DO license.
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## Appendix 2

### Third party license agreements for components of software and application documentation according to Appendix 1

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The Microchip Advanced Software Framework (ASF) are licensed under the ASF license:

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THAT YOU HAVE PAID DIRECTLY TO MICROCHIP FOR THIS SOFTWARE.

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Components of the ARM Cortex Microcontroller Software Interface Standard (ARM CMSIS) are licensed under the ARM CMSIS EULA:

## END USER LICENCE AGREEMENT FOR THE CORTEX MICROCONTROLLER SOFTWARE INTERFACE STANDARD (CMSIS) DELIVERABLES

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"CMSIS-CORE" means the specification defining the application programming interface, naming and coding conventions for the Cortex-M processor cores.

"CMSIS-DSP" means the digital signal process (DSP) library specification defining the application programming interface of a DSP library implementation.

"CMSIS-RTOS API" means the real-time operating system (RTOS) specification defining a generic application programming interface layer for a RTOS system.

Notwithstanding the foregoing, the CMSIS Deliverables shall not include: (i) the implementation of other published specifications referenced in the CMSIS Deliverables ; (ii) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the CMSIS Deliverables, but are not themselves expressly set forth in the CMSIS Deliverables (e.g. compiler front ends, code generators, back ends, libraries or other compiler, assembler or linker technologies; validation or debug software or hardware; applications, operating system or driver software; RISC architecture; processor microarchitecture); (iii) maskworks and physical layouts of integrated circuit designs; or (iv) RTL or other high level representations of integrated circuit designs.

"CMSIS-SVD" means the specification defining the System View Description (SVD), verification utility, and associated XML schema files.

"Separate Files" means the components in the CMSIS reference implementation identified in the Schedule that demonstrate the usage of the CMSIS-CORE, CMSIS-RTOS API, and CMSIS-DSP for microprocessors or device specific software applications that are for use with microprocessors.

### 1. LICENCE GRANTS.

#### 1.1 CMSIS DELIVERABLES

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8.3 This Licence shall immediately terminate and shall be unavailable to you if you or any party affiliated to you asserts any patents against ARM, ARM affiliates, third parties who have a valid licence from ARM for the CMSIS Deliverables, or any customers or distributors of any of them based upon a claim that your (or your affiliate) patent is Necessary to implement the CMSIS Deliverables. In this Licence: (i) "affiliate" means any entity controlling, controlled by or under common control with a party (in fact or in law, via voting securities, management control or otherwise) and "affiliated" shall be construed accordingly; (ii) "assert" means to allege infringement in legal or administrative proceedings, or proceedings before any other competent trade, arbitral or international authority; and (iii) "Necessary" means with respect to any claims of any patent, those claims which, without the appropriate permission of the patent owner, will be infringed when implementing the CMSIS Deliverables because no alternative, commercially reasonable, non-infringing way of implementing the CMSIS Deliverables is known.

8.4 Upon termination of this Licence, you shall stop using the CMSIS Deliverables and destroy all copies of the CMSIS Deliverables in your possession. The provisions of clauses 5, 6, 7, 8 and 9 shall survive termination of this Licence.

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#### SCHEDULE

Separate Files

The package also includes the components contained in the following directories:

- (a) ./CMSIS/DSP\_Lib - DSP Library sources and examples;
- (b) ./CMSIS/Include - Header files;
- (c) ./CMSIS/Lib - DSP Library build for various toolchains;
- (d) ./CMSIS/RTOS - Header file template for CMSIS-RTOS implementation; and
- (e) ./Device - Template files and implementations for Cortex-M class processors.

All of the above components are licensed to you under the terms of the BSD licence, which is incorporated within or alongside the above components.

- (f) ./CMSIS/Driver – CMSIS-Driver header files
- (g) ./CMSIS/Pack – Example Device Family Pack

The above components (f – g) are licensed to you under the terms of the zlib licence, which is incorporated within or alongside the above components.

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## The Zlib License

The following dependencies are licensed under the **Zlib License**:

- **"black.ninia:jep"** (Copyright (c) 2016-2022 JEP AUTHORS.)
- **"gl-mat4"** (Copyright (c) 2013 Brandon Jones, Colin MacKenzie IV)

## The Zlib License

zlib License

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To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the

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Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

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We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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"Source code" for a work means the preferred form of the work for making modifications to it. For a

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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Yoyodyne, Inc., hereby disclaims all copyright interest in  
 the library `Frob' (a library for tweaking knobs) written  
 by James Random Hacker.

<signature of Ty Coon >, 1 April 1990  
 Ty Coon, President of Vice  
 That's all there is to it!

## How to run a modified version of a LGPL-2.1 library in the

## context of this software

To fulfill the requirements of the LGPL-2.1 license Section 6b, we offer the following workflow:

- As our linking mechanism, we use the `org.springframework.boot.loader.PropertiesLauncher`
  - The service is invoked by running the `coco_run.bat` file in the installation directory. This script sets the `-Dloader.config.name=loader_main` command line argument, such that the `PropertiesLauncher` loads the `loader_main.properties` file to determine the classpath.
  - By default, the classpath consists mainly of the `libcoco.jar` file, which contains the dependency that is to be modified.
  - The classpath can be modified by **prepending** the path to the replacement `*.jar` files to the `loader.path` value, then restarting the service.
  - The modified classes from jar files that are mentioned first in the `loader_main.properties` file will override the bundled version of the dependency.
- 

## The MIT license

The following dependencies are licensed under the **MIT license**:

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- Parts of `"com.github.therapi:therapi-runtime-javadoc"` (Copyright (c) 2013, 2014 EclipseSource)
- `"com.kjetland:mbknor-jackson-jsonschema_2.12"` (Copyright (c) 2015 NextGenTel)
- `"io.github.classgraph:classgraph"` (Copyright (c) 2019 Luke Hutchison)
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