

End User License Agreement (EULA) of aquila biolabs GmbH – Subscription Licenses

1. Scope of these License Terms

1.1 This subscription end user license agreement (“Subscription-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 under a subscription license.

1.2 When Licensee acquires a license from aquila biolabs for a software, 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 Subscription-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 Subscription-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 Subscription-EULA, these guarantees shall only be valid if confirmed by the management of aquila biolabs in writing.

2. Scope of Use

2.1 aquila biolabs grants Licensee a non-exclusive, non-transferable, simple right to use the Contract Items for the term of the subscription. Unless otherwise specified the term of the subscription shall be 12 months. The License is limited exclusively to the use with the hardware provided by aquila biolabs or selected external hardware approved by aquila biolabs in single and multi-user environments. During the term of the subscription the License includes the right to use updates and upgrades to new Releases of the Contract Items.

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.

Sublicensing 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

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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. 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 Subscription-EULA that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

2.5. Making copies of the Software or making modifications, extensions or any other form of editing the Software is not permitted. Decompiling of the Software is strictly forbidden.

2.6. Licensee may not use the Software in a manner that exceeds the rights of use granted hereunder without obtaining aquila biolabs' prior written consent.

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.

4. Protection of Software and Application Documentation

4.1. Unless a right has been explicitly granted to Licensee under this Subscription-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.

4.2. Licensee shall carefully store the Contract Items in a safe place to prevent abuse.

4.3. Licensee is not permitted to modify or remove copyright marks, labels and/or control numbers or control marks of aquila biolabs.

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 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.

5. License Activation and Verification

The use of the Software will require prior authentication and verification of the license. To complete the authentication and verification, the customer must follow the activation process as amended from time to time.

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
aquila biolabs GmbH – Arnold-Sommerfeld-Ring 2 – 52499 Baesweiler – Germany
info@aquila-biolabs.de
+49 2401 8049708

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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 Subscription-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.

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

7.1. aquila biolabs warrants compliance of the Contract Items with the agreed properties during the term of the subscription in accordance with Sec. 535 para. 1 German Civil Code and warrants further that the use of the Contract Items within the scope of this Subscription-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 warranty claims or claims for damages 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 Subscription-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

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Code), or (f) for any claims resulting from the German Product Liability Act, the statutory provisions on time barring of claims shall apply instead.

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.

9. End of right to use the Contract Items

In all cases of termination of Licensee's right to use 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.

10. Final provisions

10.1. Any breach of clause 2.3. or 2.4. 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 Subscription-EULA shall terminate immediately, and all licenses granted in connection with this Subscription-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 Subscription-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 Subscription-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 Subscription-EULA are only valid when made in writing. The same applies to the amendment of this clause.

End User License Agreement (EULA) of aquila biolabs GmbH – Subscription Licenses

Appendix 1 Scope of License

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

aquila biolabs GmbH
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www.aquila-biolabs.de

Appendix 1

Scope of License

Appendix 1 outlines the scope of the license grant for all software products available for licensing. Which products are included in the license acquired by customer is determined in the actual agreement between the parties (e.g. accepted offer or accepted purchase order). This list serves as a comprehensive guide to what is available for licensing

DOTS Software License:

DOTS Software, 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 analyze data. By itself the DOTS Software license does not enable the customer to obtain data from any external devices. Such functionality will require a separate application license..

Application Subscription Licenses:

In the DOTS Software users can choose from a broad variety of applications (e.g. biomass monitoring for shake flasks or automated feeding in shake flasks). To run such applications with the DOTS software, users will need the respective application license(s) and hardware device type(s). Each application license can only be used by one hardware device at a time. Running the same application multiple times in parallel, hence requires the respective

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number of application license(s) and hardware device type(s). Each application subscription license incl. access to the latest version of the DOTS Software during the time of subscription.

As an alternative to the described Application Subscription Licenses in this EULA, there is also a separate Perpetual Application License portfolio with a separate EULA.

End User License Agreement (EULA) of aquila biolabs GmbH – Perpetual Licenses

1. Scope of these License Terms

1.1 This end user license agreement (“Perpetual-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 under a perpetual license.

1.2 When Licensee acquires a license from aquila biolabs for a software, 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 Perpetual-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 Perpetual-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 Perpetual-EULA, these guarantees shall only be valid if confirmed by the management of aquila biolabs in writing.

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 or selected external hardware approved 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 Perpetual-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 Perpetual-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.

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.

4. Protection of Software and Application Documentation

4.1. Unless a right has been explicitly granted to Licensee under this Perpetual-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 Perpetual-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 Perpetual-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.

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 Perpetual-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 Perpetual-EULA that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

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 Perpetual-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.

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 Perpetual-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

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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 Perpetual-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.

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.

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.

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

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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 Perpetual-EULA shall terminate immediately, and all licenses granted in connection with this Perpetual-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 Perpetual-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 Perpetual-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 Perpetual-EULA are only valid when made in writing. The same applies to the amendment of this clause.

Appendix 1 Scope of License

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

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www.aquila-biolabs.de

Appendix 1 **Scope of License**

Appendix 1 outlines the scope of the license grant for all software products available for licensing. Which products are included in the license acquired by customer is determined in the actual agreement between the parties (e.g. accepted offer or accepted purchase order). This list serves as a comprehensive guide to what is available for licensing

DOTS Software License:

DOTS Software, 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.)

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The DOTS Software allows users to manage, review and analyze data. By itself the DOTS Software license does not enable the customer to obtain data from any external devices. Such functionality will require a separate application license.

Perpetual Application License:

In the DOTS Software users can choose from a broad variety of applications (e.g. biomass monitoring for shake flasks or automated feeding in shake flasks). To run such applications with the DOTS software, users will need the respective application license(s) and hardware device type(s). Each application license can only be used by one hardware device at a time. Running the same application multiple times in parallel, hence requires the respective number of application license(s) and hardware device type(s).

As an alternative to the described Perpetual Application Licenses in this EULA, there is also a separate Application Subscription License portfolio with a separate EULA.

Appendix 2

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

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

Copyright (c) <year> <copyright holders>

This software is provided 'as-is', without any express or implied warranty. In no event will the authors be held liable for any damages arising from the use of this software.

Permission is granted to anyone to use this software for any purpose, including commercial applications, and to alter it and redistribute it freely, subject to the following restrictions:

- 1. The origin of this software must not be misrepresented; you must not claim that you wrote the original software. If you use this software in a product, an acknowledgment in the product documentation would be appreciated but is not required.
- 2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
- 3. This notice may not be removed or altered from any source distribution.

The GNU Lesser General Public License v2.1

The following dependencies are licensed under the **GNU Lesser General Public License v2.1**:

- "ch.qos.logback:logback-classic" (Copyright (c) 1999-2022 QOS.ch. All rights reserved.)
- "ch.qos.logback:logback-core" (Copyright (c) 1999-2022 QOS.ch. All rights reserved.)

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Version 2.1, February 1999

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[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

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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.
-

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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.

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