

SOFTWARE LICENSE AGREEMENT

(with the right to link to other software)

Bruker Daltonik GmbH (hereinafter referred to as "**Licensor**") has developed the software program

TDF Software Development Kit (hereinafter referred to as "**Software**"),

which consists of software libraries (hereinafter referred to as "**Software Libraries**"), as well as documentation, header files and example programs. These license terms constitute an agreement (hereinafter referred to as the "**Agreement**") between you and Licensor and shall be the legal basis for any non-commercial or commercial usage of Licensor's Software. These license terms also apply to any updates or supplements for the Software or separable parts of the Software such as Software Libraries, unless other terms accompany those items, in which case those terms apply.

You may only use the Software as a whole, if you have downloaded it from Licensor's Webserver at

<https://www.bruker.com/service/support-upgrades/software-downloads/mass-spectrometry.html>

and accepted this Agreement as binding between Licensor and you. However, certain individual Software Libraries might be conveyed to you by others. In both cases, you may only legally use Software or any of the Software Libraries conveyed to you after having accepted this Agreement as binding between Licensor and you.

1. Purpose of Software and License

The Software is provided as it is, without any warranties regarding fitness for any purpose whatsoever. It may contain errors and defects. It is, inter alia but not limited to, not designed, manufactured or intended for any use requiring fail-safe performance in which the failure of the Software could lead to death, personal injury or physical and environmental damage, such as the operation of medical facilities. Nor is it, inter alia but not limited to, designed to perform any queries or operations which might require reliable results and/or which might be the basis for business and/or medical decisions. You agree not to use the Software in connection with any such activities.

2. Rights Granted

2.1 You may install and use the Software on any of your computing devices.

2.2 You may commercially exploit products that require the usage of or link to the Software Libraries and files as defined in section 4.3. Commercial exploitation includes, but is not limited to, charging a purchase price, license fee, maintenance fee, or subscription fee.

3. Use Restrictions

3.1 You may not decompile, disassemble, reverse engineer or modify the Software.

3.2 You may not distribute the Software to others, breach of which terminates the rights granted under this Agreement. This also applies to any integration or implementation of the Software to software developed by you or by others on your behalf (hereinafter referred to as "**Own Software**") or any distribution of which the

Software is part. However, you may distribute Own Software which requires the usage of or links to Software Libraries if you comply with the requirements set down in Section 4 of this Agreement.

4. Requirements for Distribution of your own Software using Software Libraries

You may only distribute Software Libraries to others if all of the following conditions are met:

4.1 You distribute Software Libraries as part of Own Software which you license to third parties (hereinafter "**Your Licensees**");

4.2 Your Own Software requires all the Software Libraries distributed by you in order to function properly when used by Your Licensees;

4.3 You may distribute only those Software Libraries and files specifically listed in the redist.txt file inside the Software distribution archive; furthermore, there are several files that you must distribute, also listed in the redist.txt file.

4.4 In your Own Software's "About" box the following text is displayed: "This software uses Software software. Copyright © 2019 by Bruker Daltonik GmbH. All rights reserved."

5. Restrictions for Distribution of your own Products

5.1 You may not use the Licensor's trademarks in a way that suggests your software components and/or programs are provided by or are endorsed by the Licensor.

5.2 Your rights to the Software do not include any license, right, power or authority to subject the Software in whole or in part to any of the terms of an Excluded License. "**Excluded License**" means any license that requires as a condition of use, modification and/or distribution of software that such software or other software combined and/or distributed with such software shall be (a) disclosed or distributed in source code form; or (b) licensed for the purpose of making derivative works. Without limiting the foregoing obligation, you are specifically prohibited from distributing the Software or Software Libraries with any software that is subject to the GNU General Public License (GPL) or similar license in a manner that would create a combined work.

6. Liability

6.1 As Licensor delivers the software for free, Licensor is not liable for any kind of damage, direct or indirect, which may arise due to simple negligence (Section 521 German Civil Code). In the event, that there should be – for whatever reason – a statutory liability of Licensor for simple negligence, the aforementioned exclusion of liability applies nevertheless, but with the exception of damages to life, body or health.

6.2 You indemnify, defend and hold harmless the Licensor from any liability claims, including attorney fees, of third parties in connection with any usage of the Software as well as the distribution of your Own Software which requires usage of or links to Software Libraries and other circumstances for which you are responsible.

7. Additional Terms Applicable to the Software

7.1 The Software is licensed, not sold. This License only gives you some rights to use the Software and the Software Libraries; the Licensor reserves all other rights. Unless applicable law gives you more rights despite

this limitation, you may use the Software and the Software Libraries only as expressly permitted in this License.

7.2 Licensor has no obligation to fix, update, supplement or support the Software and/or the Software Libraries.

7.3 Your rights under this License terminate automatically if you breach this License in any way. Termination of this License will not affect any of your obligations or liabilities arising prior to termination. The following sections of this License shall survive termination: 2.1, 3.1, 3.2, 5.1, 5.2, 6.1, and 6.2.

7.4 No subsidiary agreements of this Agreement have been made. Supplements and amendments to this Agreement must be made in writing as prescribed by law in order to be valid. The requirement of written form under this Agreement may be waived in writing only.

7.5 This Agreement is governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If you are a consumer, this does not apply if legal provisions, in particular consumer protection legislation, conflict with this choice. The courts of Bremen shall have exclusive jurisdiction. If you are not a merchant, a legal entity under public law or a public-law special fund in the sense Section 38 of the German Code of Civil Procedure (ZPO), the agreement on the place of jurisdiction is replaced by the legal provisions.

7.6 If individual provisions of this Agreement are or become invalid or contain a gap which needs to be filled, the validity of the remaining provisions of the Agreement will not be affected thereby. The Parties hereby undertake to substitute the invalid or lacking provision with a valid provision which comes closest to the documented intentions of the Parties.