Ridom GmbH
EULA - End User License Agreement for Software

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1. General

a) This End User License Agreement (EULA) forms a legally binding contract between you, the licensee, and Ridom GmbH, the licensor for the Ridom software and related media, materials and documentation (the software product).

b) By using the license key to register your Ridom software or by using the hardware key (Dongle) to make a Ridom software useable, you declare your agreement to be bound by this EULA.

c) If you do not agree to these conditions, you are not entitled to use the software package. You must either return this unused (i.e., with the CD container and Dongle) and without delay, at the latest within 10 days from receipt or uninstall and delete the license key and the downloaded software, in order to receive a complete refund of usage charges paid for the software.

d) The person who concludes this EULA assures and makes warranty that he is entitled to declare a legally binding contract on behalf of his employer as the licensee.

e) The software product is licensed, not sold.

2. Copyright

a) The software product distributed by Ridom GmbH is protected both by copyright laws and international copyright treaties, and also by other laws and agreements concerning intellectual property.

b) Ownership and copyright of the software product (including but not restricted to images, photographs, animations, video, audio, text and applets which are included in the software product), the accompanying material and each copy of the software product are the property of Ridom GmbH. All rights and intellectual property rights in and to content which can be accessed with the aid of this software product are the property of the respective owners of the content, and may be protected by applicable intellectual property rights laws and other laws and agreements on intellectual property. This EULA does not grant the licensee the right to use such content. If this software product includes documentation which is only provided in electronic form, the licensee may print a copy of this electronic documentation. He is not entitled to reproduce the printed material accompanying the software product.

3. Scope of License

a) For the SeqSphere$^+$ software the duration of the license is limited to a time period as specified in the invoice or other agreement. For StaphType the duration of the license is perpetual.

b) The licensee is only allowed to use, to access, and to execute or in another way to interact with the software with license key or with the hardware key (Dongle).

c) If this software product is a license package with seats, the licensee is entitled to create and use named user accounts of the software product, up to the number of named user accounts which are contractually (as stated in the quote and invoice) established as licensed seats.

d) The SeqSphere$^+$ Server and StaphType software is licensed to be used productive as a single unitary product. The licensee is entitled to install a second SeqSphere$^+$ Server unitary product only for evaluation of product compliance and performance before updating the productive unit to a new version. The licensee is entitled to install as many SeqSphere$^+$ Clients as wished on various computers.

e) The licensee is entitled to migrate the SeqSphere$^+$ Server or StaphType software product, the demonstration version or the trial version thereof to another computer or virtual machine.

f) The licensee is not entitled to reverse develop, to decompile or to disassemble the software product, unless, and then only insofar as, the applicable law, regardless of this limitation, expressly permits this.

g) The licensee is not entitled to resell the software product or in any other way to transfer the software product for a counter-value. The licensee is not entitled to rent the software product, to lease it, or to lend it.

h) Without prejudice to its other rights, Ridom GmbH is entitled to terminate this EULA insofar as the licensee contravenes the provisions of this EULA. In such a case, the licensee is obliged to return all copies of the software and all its components to Ridom GmbH, or to destroy them.

i) After installing a copy of the software product in compliance with this EULA, the original medium on which the software product was supplied by Ridom GmbH may only be kept for security or archiving purposes. If the original copy is necessary in order to use the software product on the computer, a copy of the software product may be made only for security or archiving purposes. Insofar as not expressly permitted in this EULA, the licensee may not in any other case make copies of the software product or of the material which accompanies the software product.

j) Ridom GmbH reserves all rights not expressly granted. The individual provisions of this license agreement can only be changed by Ridom GmbH. The written form is required for this, without any exception.

4. Warranty and Assurances

a) The software product is supplied in accordance with the current development status. Ridom GmbH draws attention to the fact that is not possible in the

current state of technology to create computer software such that it works without errors in all applications and combinations. The subject of this contract is therefore only software which is in principle usable in the sense of the program descriptions and user manual.

Ridom GmbH supplies without charge, within 30 days from the date of purchase, replacements for defective data media or downloaded software, for the case that the software product is fundamentally unusable in the sense of the description supplied with it, or refunds the purchase price to the licensee against return of the defective software product. If Ridom GmbH is not in a position to fulfill the warranty, both sides have the right to rescind the contract, with the purchase price being refunded to the licensee.

b) Statements contained in brochures, advertisements and similar documents represent only descriptions, and do not contain any assurance of properties or guarantees. The assurance of properties requires an express written agreement. This also applies for price quotations and for statements on the release of additions and extensions.

5. Limitation of Liability

a) The licensee bears the responsibility for the selection and for the consequences of use of the software product, together with the results thereby intended or achieved.

b) The software product is expressly intended only for research purposes, and not for the preparation of diagnoses, and particularly not for in vitro diagnosis (IVD).

c) Liability for damages of any kind (included without restriction are damages from loss of profit, loss of business information or from any other financial loss) which arises as a result of the use of this product or of the inability to use this product is expressly excluded. Insofar as not expressly stipulated in this EULA, Ridom GmbH makes no warranties, either expressly or implicitly, including implicit warranties with respect to merchantability or suitability for a specific purpose. All implicit warranties which may possibly be imposed by law are restricted, to the greatest extent permitted by law, to the provisions contained in this EULA.

d) For damage or loss which involve death or physical injury, Ridom GmbH is in no case liable for aggravated compensation for damages or penalty compensation for damages, for any specific indirect, coincidental damage or loss or consequential loss or damage arising there from (this applies particularly, but not exclusively, for loss of use, loss of data, loss of profit and for loss of savings and business). This applies regardless of the basis of the claim or grievance (such as, for example, infringement of the warranty, of the provisions of the contract, of the contract, from law, and arising from an offense, including strict liability and negligence or other legal grounds) and even if notification is given of the possibility of such damages or if such a possibility was reasonably foreseeable.

e) This exclusion according to origin does not apply for damage which is caused by Ridom GmbH through malicious intent or gross negligence. Equally, claims which are based on mandatory legal regulations for product liability remain undisturbed.

f) Ridom GmbH is not responsible for and makes no warranty for the products running without interruption or without error.

g) The liability of Ridom GmbH for damage and loss of any kind whatsoever and regardless of the legal basis on which the claim or grievance is based, is limited, to the extent permissible under the law, to the amount which the licensee actually paid for the software product that caused the damage or loss.

h) The obligation to warranty lapses completely if the licensee alters the software without authorization from the licensor.

6. Place of Judgment and Applicable Law

a) Place of fulfillment for all obligations arising from the contract relationship is, for both contract partners, Münster (Germany), the base of Ridom GmbH. This applies even if the residence of the customer is unknown or is outside Germany.

b) Exclusive place of judgment for all disputes arising from this contract is also Münster, if the licensee is a merchant, a publicly incorporated company, or a special fund under public law, or is without a place of judgment in Germany, insofar as no other place of judgment is compulsorily prescribed by law.

c) For the following claims of Ridom GmbH on the basis of this license contract – regardless of what kind – the law of the Federal Republic of Germany applies exclusively, with exclusion of the provisions for uniform UN sales law for the sale of chattels.

d) Insofar as not otherwise agreed, German law is also applicable to contract relationships with foreign customers.

7. Final Provisions

a) Should any provision of this EULA be or become ineffective or contestable for any reason, its content is not otherwise disturbed thereby. Rather, it is to be performed in accordance with the intent.

b) Instead of the ineffective or contestable provision, an appropriate regulation is to apply which, as far as legally permissible, comes as close as possible to that which the parties who concluded the contract intended or would have intended in accordance with the sense and purpose of this contract if they had considered the point when concluding this contract. The same applies in the event of a lacuna in this contract. This also applies even if the ineffectiveness of a provision rests in any way on a measure of the performance and the time (period or date) prescribed in the contract. A legally permissible measure of the performance or time (date or period) which comes as close as possible to that which was intended shall then be deemed to be agreed.

c) This EULA replaces all written or oral declarations of intent of those concluding the contract which were given in connection with the contract negotiations, even insofar as these declarations may differ from the contents of the present contract. Equally, any previous EULA is replaced by this contract.

d) In addition, the General Terms and Conditions of Business of Ridom GmbH also apply.