

## **SOFTWARE LICENSE AGREEMENT for CompassXtract and CompassXtract Libraries**

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

You may only use CompassXtract as a whole, if you have downloaded it from Licensor's Webserver at <http://www.bdal.de/compassxtract> and accepted this Agreement as binding between Licensor and you. However, certain individual CompassXtract Libraries might be conveyed to you by others. In both cases, you may only legally use CompassXtract or any of the CompassXtract Libraries conveyed to you after having accepted this Agreement as binding between Licensor and you.

### **1. Purpose of CompassXtract and License**

CompassXtract is provided as it is, in a trial and development stage, not yet marketable and without any warranties regarding fitness for any purpose whatsoever. It may contain errors and defects. The aim and purpose of providing it free of charge and under the terms of this Agreement is to discover such 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 CompassXtract 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 CompassXtract in connection with any such activities.

### **2. Rights Granted**

You may install and use CompassXtract on any of your computing devices.

### **3. Use Restrictions**

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

3.2 You may not distribute CompassXtract to others, breach of which terminates the rights granted under this agreement. This also applies to any integration or implementation of CompassXtract to software developed by you or by others on your behalf (hereinafter referred to as "**Own Software**") or any distribution of which CompassXtract is part of. However, you may distribute Own Software which requires the usage of or links to CompassXtract Libraries if you comply with the requirements set down in Section 4 of this Agreement.

### **4. Requirements for Distribution of your own Software using CompassXtract Libraries**

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

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

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

4.3 You provide to Your Licensee a URL to Licensor's Webserver at <http://www.bdal.de/compassxtract> and require Your Licensees, as condition for being granted the right to use your Own Software, to acquire the usage rights for CompassXtract directly from Licensor by agreeing to the terms of this Agreement, which you distribute in unmodified form with your Own Software.

4.4 In your Own Software's "About" box the following text is displayed: "This software uses CompassXtract software. Copyright © 2011 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 You may not commercially exploit CompassXtract, CompassXtract Libraries or products that require the usage of or link to CompassXtract or CompassXtract Libraries. Commercial exploitation includes, but is not limited to, charging a purchase price, license fee, maintenance fee, or subscription fee.

5.3 Your rights to CompassXtract do not include any license, right, power or authority to subject CompassXtract 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 CompassXtract or CompassXtract Libraries with any software that is subject to the 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 your usage of CompassXtract as well as the distribution of your Own Software which requires usage of or links to CompassXtract Libraries and other circumstances for which you are responsible.

## 7. Additional Terms Applicable to CompassXtract

7.1 CompassXtract is licensed, not sold. This License only gives you some rights to use CompassXtract and the CompassXtract Libraries; the Licensor reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use CompassXtract and the CompassXtract Libraries only as expressly permitted in this License.

7.2 Licensor has no obligation to fix, update, supplement or support CompassXtract and/or the CompassXtract 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: 3.1, 3.2, 5.1, 5.2, 5.3, 6.1., 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.