
Software License Agreement

This is a legal agreement between you (hereinafter referred to as LICENSEE) and Bruker Optik GmbH (hereinafter referred to as LICENSOR). Carefully read all terms and conditions of this agreement before opening the sealed disc package. Opening the sealed disc package indicates your acceptance of the following terms and conditions of this agreement. If you do not agree to the terms and conditions of this agreement, return the unopened disc package to the LICENSOR.

1. Subject of Agreement

The program OPUS and software extensions of OPUS (hereinafter referred to as SOFTWARE) and copyrighted libraries and other copyrighted digital data stored on the delivered data medium (hereinafter referred to as DATA) and the accompanying documentation are subject of this license agreement. The LICENSOR points out that, according to the state of the art, it is not possible to create SOFTWARE and/or DATA in a way, that they operate error free in any application and combination. Therefore, only the SOFTWARE and/or DATA usable in terms of the user manual and product description are subject of this agreement.

2. Grant of License and Restrictions

The LICENSEE may install, run and/or use the SOFTWARE and/or DATA stored on the delivered data medium on one (1) computer. If the LICENSEE wants to use the SOFTWARE and/or DATA on more than one (1) computer at the same time the LICENSEE needs to purchase additional licenses.

The LICENSEE may store or install copies of the SOFTWARE and/or DATA on networks server only on the condition that this copy is used to install or run the SOFTWARE and/or use the DATA via network on one (1) computer. Sharing or using one license for several computers at the same time is strictly forbidden. If the LICENSEE uses OPUS in combination with the OPUS/DLL package OPUS can be installed on a second computer to allow configuration and servicing of the OPUS/DLL installation.

3. Transfer Restrictions

The LICENSEE may not transfer, loan, rent, lease or sell the SOFTWARE and/or DATA or parts thereof either free of charge or against payment to any third party. If a transfer of the SOFTWARE and/or DATA license is unavoidable (e.g. by selling the spectrometer) this transfer can only be done by the LICENSOR. The LICENSEE is obligated to inform the LICENSOR in time and in writing about the intended transfer.

4. Other Restrictions

The LICENSEE may not modify, adapt, translate, reverse engineer, decompile or disassemble the SOFTWARE in order to obtain the source code. The LICENSEE may not use the DATA in a manner other than stated in the product documentation or extract information from DATA in whatever form. Printouts or reproductions of the DATA or parts thereof must be provided with a copyright note.

5. Copyright and Proprietary Rights

SOFTWARE, DATA, the accompanying documentation and each copy of SOFTWARE, DATA and accompanying documentation are proprietary of the LICENSOR and are protected by copyright laws, international treaty provisions and all other applicable national laws. Therefore, the LICENSEE must treat the SOFTWARE, DATA and accompanying documentation like any other copyrighted material except that the LICENSEE may either (a) make one (1) copy of the SOFTWARE and/or DATA solely for backup or archival purposes or (b) transfer the SOFTWARE and/or DATA to a single hard disk provided the LICENSEE keeps the original solely for backup or archival purposes. The LICENSEE may not copy the written materials accompanying the SOFTWARE and/or DATA. The LICENSOR points out that the LICENSEE is liable for any damages arising from any copyright infringement.

6. Warranty and Limitation of Liability

The LICENSOR warrants that the SOFTWARE and/or DATA will perform substantially in accordance with the accompanying product manuals for a period of 24 months from the date of receipt. Furthermore, the LICENSOR warrants that the data medium on which the SOFTWARE and/or DATA are recorded shall be free from defects in materials and workmanship under normal use and service for the same period. If the data medium, on which SOFTWARE and/or DATA are recorded, is defective, the LICENSEE must return the defective data medium to the LICENSOR and the LICENSOR will replace it at no charge.

For the reasons named under provision 1 the LICENSOR does not warrant that the SOFTWARE, DATA and accompanying documentation are error free. The LICENSOR disclaims all warranties, either express or implied, including but not limited to warranties of fitness for a particular purpose and the compatibility with other software programs or hardware components. The LICENSEE assumes full responsibility for the selection of the software and the consequences resulting from the use of the software. The LICENSEE assumes also the entire risk as to the intended or achieved results. The LICENSOR is only liable in cases of intention and gross negligence.

The LICENSOR shall not be liable for any special, incidental, indirect or consequential damage of any kind or other damages whatsoever (including, but not limited to damages for loss of business profits, business interruptions, loss of business

information or other pecuniary loss) arising out of or in connection with the use or non-use of the SOFTWARE and/or DATA, even if the LICENSOR has been notified of the possibility of such damages. In any case the LICENSOR'S entire liability shall not exceed the actual amount of money paid by the LICENSEE for SOFTWARE and DATA. Some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation or exclusion may not apply in any case.

7. Term and Termination

This license is effective until terminated. The LICENSEE'S rights under this license will terminate automatically without notice from the LICENSOR if the LICENSEE fails to comply with any term or condition of this license. In this case the LICENSEE is obligated to return immediately the original and all copies of SOFTWARE, DATA and accompanying material to the LICENSOR.

8. Miscellaneous Provisions

Place of jurisdiction for any legal dispute arising out of or relating to this agreement is Karlsruhe. If any provision of this agreement is deemed invalid or incomplete, partly or entirely, the remaining provisions will remain in full force and effect.

Status: November 2004