

End-User License Agreement ("Agreement")

This Agreement was last updated on 02. Apr 2025.

Please read this Agreement carefully before clicking the "I accept the License Agreement" button, downloading or using ChromIQ ("Software").

BY INSTALLING, OR USING ALL OR ANY PORTION OF THIS SOFTWARE, YOU (HEREINAFTER "CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Interpretation And Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Agreement:

- **"Agreement"** means this end-user license agreement that forms the entire agreement between Customer and the Company regarding the use of the Software.
- **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to ChromaCon AG, Technoparkstrasse 1, 8005 Zurich, Switzerland.
- **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by Customer, regardless of the form of that content.
- **"Country"** refers to Switzerland.
- **"Customer"** means you and any legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.
- **"Device"** means any device that can access the Software, such as a computer, a cellphone or a digital tablet.
- **"Licensed Computer"** means the computer on which the Software is installed.
- **"License Fee"** means the fee payable by the Customer to the Company for using the Software in accordance with this Agreement.
- **"Repository"** means the digital distribution service by which the Software has been downloaded to Customer's Device.
- **"Software"** means the software program provided by the Company pre-installed on a device or downloaded by Customer through a Repository to a Device, named ChromIQ.
- **"Third Party"** any person or entity other than the Company or the Customer.
- **"Third-Party Services"** means any services or content (including data, information, applications and other products services) provided by a Third-Party that may be displayed, included or made available by the Software.

Acknowledgment

By clicking the "I accept the License Agreement" button, downloading or using the Software, Customer irrevocably agrees to be bound by the terms and conditions of this Agreement. If Customer does not agree to the terms of this Agreement, he/she shall click on the "I do not accept the License Agreement" button. If Customer does not agree to this Agreement, Customer is not authorized to download, install, copy, use or access the Software.

This Agreement is a legal document between Customer and the Company and it governs Customer's use of the Software made available to Customer by the Company. If Customer accepts this Agreement on behalf of another person or company or other legal entity, Customer herewith represents and warrants that Customer has full authority to bind that person, company or entity to this Agreement.

The Software is licensed, not sold, to Customer by the Company for use strictly in accordance with the terms of this Agreement. The Software is owned and copyrighted by Company or its Third-Party suppliers. Company and its Third-Party suppliers retain all right, title and interest in the Software.

This Agreement supersedes all prior oral or written agreements between the Company and the Customer with respect to Software. It also replaces any agreement related to the Software previously in force.

License

Scope Of License

The Company grants Customer a personal, revocable, non-exclusive, non-transferable, limited license to download, install and use the Software strictly in accordance with the terms of this Agreement.

Customer may only use the Software on a Device that Customer owns or controls.

The license that is granted to Customer by the Company is solely for purposes strictly in accordance with the terms of this Agreement.

Customer must take appropriate precautions to ensure that all persons who have access to the Software also comply with the obligations imposed in this Agreement.

Customer must comply with any technical limitations in the Software that only allow Customer to use it in certain ways. Customer may not work around any technical limitations in the Software, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits.

License Restrictions

Customer agrees not to, and Customer will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available (for commercial or non-commercial purposes) to any Third Party;
- modify, reverse engineer, disassemble, decompile or otherwise convert the source code of the Software into a readable or modifiable form;
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Software.

Audit

The Company and/or the Company's auditor may at any time verify the compliance of the Customer with the terms contained in this Agreement. The Customer shall provide all information and grant all access required for such control and shall refrain from all technical measures that could prevent this control.

License Fee

The License Fee period, recurrence, and license package shall be defined in a separate contract between the Customer and the Company, such contract to be concluded in writing or by exchange of emails and forming an integral part of this Agreement. This Agreement enters into force only once such separate contract between Customer and Company on the License Fee and its modalities has been concluded.

Installation And Use Rights

Customer may install one copy of the Software on one single computer. This computer is the "Licensed Computer". In case Company provides a computer with the Software pre-installed, this computer shall be deemed the Licensed Computer.

Customer may not use the Software on any other computer than the Licensed Computer.

Notwithstanding the foregoing, Customer shall be entitled to install one copy ("Offline version") of the Software on a Computer different from the Licensed Computer for the purpose of evaluating experimental data that was recorded with the chromatography system operated by means of the Licensed Computer.

If additional licenses are needed, Customer may contact Company to obtain an offer (see section "Contact Us").

Temporary License Keys

Company reserves the right to provide the Software with a temporary software key. After receipt of final payment of the License Fee, Customer will receive a permanent software key.

Intellectual Property

All rights not expressly granted to the Customer in this Agreement shall remain with the Company. In particular (without limitation), the Software, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend Customer with respect to any Third-Party claim arising out of or relating to the Software. To the extent the Company is required to provide indemnification by mandatory applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Software or Customer's use of it infringes any Third-Party intellectual property rights.

Modifications To The Software

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Software or any service to which it connects, with or without notice and without liability to Customer.

Updates To The Software

The Company may from time to time provide enhancements or improvements to the features/functionality of the Software, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Software. Customer agrees that the Company has no obligation to (i) provide any updates, or (ii) continue to provide or enable any specific features and/or functionalities of the Software to Customer.

Customer further agrees that all updates or any other modifications will be (i) deemed to constitute an integral part of the Software, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The Software contains Third-Party Services from National Instruments Corporation / NI (Texas) and other Third-Parties. The license terms of those programs apply to Customer's use of them.

The Software may display, include or make available Third-Party content (including data, information, applications and other products services).

Customer acknowledges and agrees that the Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to Customer or any other person or entity for any Third-Party Services.

Customer must comply with the applicable Third-Parties' terms of agreement when using the Software and/or Third Party Services. Third-Party Services and links thereto are provided solely as a convenience to Customer, and Customer accesses and uses them entirely at Customer's own risk and subject to such Third-Parties' terms and conditions.

Term And Termination

This Agreement shall remain in effect until terminated by the Customer or the Company. The Customer and the Company may, in their respective sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that Customer fails to comply with any provision of this Agreement. Customer may also terminate this Agreement by deleting the Software and all copies thereof from Customer's Device.

Upon termination of this Agreement, for any reason whatsoever, Customer shall immediately cease all use of the Software and delete all copies of the Software from Customer's Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by Customer (during the term of this Agreement) of any of Customer's obligations under the present Agreement.

In case of termination of this Agreement, for any reason whatsoever, the Customer shall have no claim whatsoever for a refund of any License Fees.

Indemnification

Customer agrees to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Customer's: (a) use of the Software; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a Third-Party.

No Representations Or Warranties

The Software is provided to Customer "AS IS" and "AS AVAILABLE" and with all faults and defects without representation or warranty of any kind.

To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all representations and warranties, whether express, implied, statutory or otherwise, with respect to the Software, including all implied representations and warranties of merchantability, fitness for a particular purpose, title and non-infringement, as well as representations and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Software will meet Customer's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Software, or the information, content, and materials or products included thereon; (ii) that the Software will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Software; or (iv) that the Software, its servers, the content, or emails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to Customer. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Limitation Of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Software, Third-Party software and/or third-party hardware used with the Software, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Severability And Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Limited Technical Support

Generally, the Software is provided pre-installed and tested on the Licensed Computer. In such case, if the Licensed Computer settings are modified, impeding the functionality of the Software, Company is not obliged to provide support but may offer support for a service fee. In case Customer wishes to use their own computer for a first-time installation of the Software, instead of ordering a Licensed Computer, limited technical support is provided by the Company free of charge up to a duration of 4 hours.

Further installation support, exceeding the aforementioned period, and support for the replacement of a defective Licensed Computer outside the warranty period, may be subject to a service fee.

The technical support is limited to installation and operation of the Software. It does not include scientific support, for example to design, evaluate or optimize chromatography experiments. Any such services requested by Customer, and if agreed by the Company and Customer, is to be defined in a separate Agreement and may be subject to additional charges (as set out in such order form).

Data Protection

The following personal information is collected and transferred to Company prior to downloading and using the Software: name of the software user, postal address, e-mail address, company name and IP address, web browser platform, access date, access time, used to access the download.

Company uses this collected information for the purpose of (1) providing the Software and associated services in accordance with this Agreement, (2) billing, (3) identification and authentication of users, (4) improvement of the Software and associated services, and (5) contacting persons in connection with this Agreement and the use of the Software and associated services.

Moreover, the privacy statement of the Company as set forth on <https://www.chromacon.com/en/legal-notices/privacy-statement> shall apply.

Changes To This Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, the Company will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Software after any revisions become effective, Customer agrees to be bound by the revised terms. If Customer does not agree to the new terms, Customer is no longer authorized to use the Software.

Governing Law And Jurisdiction

The laws of the Country, excluding its conflicts of law rules and excluding international treaties, shall govern this Agreement and Customer's use of the Software. Customer's use of the Software may also be subject to other local, state, national, or international laws.

Any disputes arising out of or in connection with this Agreement and/or the Software shall be exclusively settled by the regular courts in Zurich, district 5, Switzerland.

Entire Agreement

Except for the separate contract on the License Fee referred to in this Agreement, this Agreement constitutes the entire agreement between Customer and the Company regarding Customer's use of the Software and supersedes all prior and contemporaneous written or oral agreements between Customer and the Company.

Customer may be subject to additional terms and conditions that apply when Customer uses or purchases other Company's services, which the Company will provide to Customer at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, you can contact us:

- By visiting this page on our website: www.chromacon.com
- By sending us an email: info@chromacon.com