

General Terms and Conditions for Use of Invisible-Light Labs Software

These Software Terms of Use govern the provision and use of the Software provided by Invisible-Light Labs GmbH, Taubstummengasse 11, 1040 Vienna, Austria ("**Company**", "**we**", "**us**", "**our**") in connection with its spectroscopy devices.

By clicking "I agree", downloading, installing or using the Software (as defined below), the Customer agrees to be bound by this Agreement.

Deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of this Agreement.

1. Definitions

- 1.1. "**Agreement**" means these Software Terms of Use.
- 1.2. "**Customer**", "**you**" or "**User**" means the legal entity that purchases and/or uses the Device in the course of its commercial or professional activity, including its authorized personnel. The Software is provided exclusively B2B (no consumers).
- 1.3. "**Device**" means the spectroscopy hardware products "*EMILIE*" and "*PHILL*" supplied by the Company, with which the Software is intended to be used.
- 1.4. "**Documentation**" means the user manuals and other documentation provided by the Company for the Device and/or the Software, insofar as relevant for the installation, operation or use of the Software in connection with the Device, as made available to the Customer (e.g. [ILL MANUAL EMILIE V1 02.pdf](#)).
- 1.5. "**PC Software**" means the software program named "*PHILLharmonics*", including any updates, patches, or modifications.
- 1.6. "**Firmware**" means the proprietary firmware and embedded software components provided by the Company for use on or with the Device, including (without limitation) firmware binaries, the binary archive named BOOT.BIN, boot images, FPGA bitstreams, configuration files and hardware configuration data, and any updates, patches, or modifications.
- 1.7. "**Software**" means collectively the PC Software and the Firmware, including any Updates.
- 1.8. "**Updates**" means any update, patch, bug fix, upgrade, enhancement, modification or new version of the Software provided by the Company from time to time.
- 1.9. "**Third-Party Components**" means software libraries, modules or other components included in the Software that are licensed by third parties under their respective license terms (including open-source licenses).
- 1.10. "**Permitted Purpose**" means use of the Software solely in connection with the Device, in your business environment, and in accordance with the intended purpose of the Device and the Documentation to the extent relevant for the use of the Software.

2. Subject Matter

- 2.1. The subject matter of this Agreement is the provision of the Software to the Customer in connection with the purchase and use of the Device, together with the grant of the rights required for its contractual use in accordance with this Agreement.
- 2.2. For the avoidance of doubt, any rights and obligations relating to the purchase of the Device (including any device warranty) are governed by the applicable purchase contract and/or the Company's sales terms for the Device.

3. License Grant

- 3.1. Subject to your compliance with this Agreement, the Company grants you a non-exclusive, non-transferable and non-sublicensable license to:
 - a) use the Firmware solely on or with the Device; and
 - b) download, install and use the PC Software solely for operating, servicing and/or using the Device,in each case strictly for the Permitted Purpose.
- 3.2. The license to use the Firmware is granted for an unlimited period and shall continue for as long as necessary to operate the purchased Device for its intended purpose.
- 3.3. The license to use the PC Software applies for the term of this Agreement and may be terminated in accordance with Clause 11.
- 3.4. You may install the PC Software only to the extent reasonably required for the Permitted Purpose within your organization, and you must restrict access to authorized personnel.
- 3.5. The Company may use technical measures (e.g., keys, authentication, compatibility checks) to enable, protect or maintain the Software. You shall not circumvent such measures.

4. Restrictions

- 4.1. Except as permitted by mandatory law you shall not:
 - a) access, view, modify, or attempt to access the source code of the proprietary portions of the Software;
 - b) reverse engineer, decompile, disassemble, decode or otherwise attempt to derive source code from proprietary portions of the Software;
 - c) copy, modify, adapt, translate, create derivative works of, or otherwise alter the Software;
 - d) distribute, sublicense, rent, lease, lend, sell, transfer or otherwise make the Software available to any third party;

- e) use the Software in any manner that infringes intellectual property rights or other rights of any party;
 - f) use the PC Software independently of the Device or for any purpose other than the Permitted Purpose.
- 4.2. If you violate any of the above provisions, all rights of use granted under this Agreement shall be immediately revoked and shall automatically return to us. In this event, you must terminate the use of the Software in full and without delay, and erase all copies of the Software installed on your systems without delay or immediately hand these to us on our request.

5. Intellectual Property Rights

- 5.1. All rights, title and interest in and to the Software (including all copyrights, trademarks and other intellectual property rights) are and shall remain owned by the Company and/or its licensors. This Agreement does not effect any transfer, assignment or conveyance of ownership or intellectual property rights to you. You receive only the limited rights of use to the Software expressly granted in this Agreement. No rights are granted by implication, estoppel or otherwise.
- 5.2. This Agreement does not grant you any rights to the Company's trademarks, trade names or logos, unless expressly agreed in writing with the Company.

6. Third-Party Components; Open Source

- 6.1. The Software includes Third-Party Components subject to separate license terms. These components and their respective license terms are detailed in the "Third-Party Licenses" file included with the Software distribution.
- 6.2. Certain components may be licensed under Open Source Licenses that require inclusion of NOTICE files. Such NOTICE files (if any) are included in the "Third-Party Notices" directory.
- 6.3. By using the Software, you agree to comply with all applicable Third-Party Component licenses, including any notice and attribution requirements.
- 6.4. This Agreement does not apply to Third-Party Components distributed with the Software that are licensed exclusively under their respective licenses. In the event of conflict, the Third-Party Component license prevails for that component.

7. Updates; Maintenance / Support

- 7.1. The Company may provide Updates from time to time to maintain functionality, security and quality. Unless expressly agreed otherwise in writing, the Company is not obliged to provide Updates, maintenance, support services, response times or service levels.
- 7.2. Updates (if provided) are deemed part of the Software and are subject to this Agreement.

- 7.3. You are responsible for installing Updates to the extent reasonably necessary to maintain proper and secure operation of the Software, unless the Company instructs otherwise (e.g., for compatibility reasons).
- 7.4. The Company may modify or discontinue features of the Software, provided that the Permitted Purpose is not materially impaired.

8. Warranty

- 8.1. The Software is provided for the Permitted Purpose in a business environment and except as expressly set out in this Agreement, on an "AS IS" and "AS AVAILABLE" basis.
- 8.2. The Company does not guarantee uninterrupted or error-free operation of the Software. The Company may, but is not obliged to, provide Updates under Clause 7 to address defects or maintain functionality, security and quality. The applicability of Section 7 of the Consumer Warranty Act (Verbrauchergewährleistungsgesetz, VGG) is however expressly excluded.
- 8.3. The Customer shall independently ensure that the technical requirements for installing and using the PC Software are met. The Customer is solely responsible for its IT environment (including hardware, operating systems, networks, security settings and third-party software) and for maintaining appropriate system configurations. The Company shall not be responsible for failures or impairments resulting from the Customer's IT environment or from third-party systems. The Company may make information on minimum technical requirements available in the documentation and/or on its website at [PHILLharmonics-1.0.5-Minimum-System-Requirements.pdf](#) and may update such information from time to time.
- 8.4. The Company provides no warranty for (i) any use of the Software outside the Permitted Purpose, including use of the PC Software without connection to the Device, (ii) modifications not made by the Company, (iii) any use of the Software that is not in accordance with the Documentation, to the extent such Documentation relates to the use of the Software with the Device or (iv) issues caused by the Customer's IT environment, configuration or third-party systems.
- 8.5. The functionalities and characteristics of the Software are determined by the current version of the Software and the applicable documentation (and, where provided, release notes). A deviation from non-essential descriptions shall not substantiate a warranty claim if and to the extent such deviation does not materially prevent use of the Software for the Permitted Purpose.
- 8.6. The Company warrants that it has the right to grant the license set out in this Agreement. Third-Party Components are licensed under their respective third-party license terms, which may contain additional rights and obligations. In the event of conflict, the applicable third-party license terms prevail for those components.
- 8.7. The Customer shall examine the PC Software promptly after installation and first use and shall examine the Device/Firmware promptly upon delivery and commissioning, as applicable. Any defects must be notified to the Company without undue delay and, in any event, no later than fourteen (14) days after the defect

becomes apparent (or should have become apparent in the course of a proper examination). Such notice shall include a reasonably detailed description of the defect, the time it occurred, and the circumstances under which it occurs (including relevant logs, screenshots or error messages, where available). To the extent permitted by applicable law, failure to provide timely notice may result in the loss of warranty and related remedies with respect to the relevant defect.

- 8.8. Nothing in this Agreement limits mandatory rights that cannot be validly excluded under applicable law. Any warranties relating to the Device (and, to the extent the Software is treated as part of the Device) are governed by the purchase contract and/or the Company's applicable device sales terms.

9. Liability

- 9.1. The Company shall not be liable for any damages caused by slight negligence.
- 9.2. Furthermore, the Company shall not be liable for indirect or consequential damages (including loss of profit, loss of revenue, business interruption, loss of goodwill, or pure economic loss).
- 9.3. The limitations in this Agreement shall not apply to liability for
- a) wilful misconduct (intent);
 - b) gross negligence;
 - c) injury to life, body or health; and
 - d) claims under mandatory product liability laws.
- 9.4. Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation would be invalid under mandatory law.

10. Indemnification

You agree to indemnify and hold harmless the Company, its affiliates, officers, employees and licensors from and against third-party claims arising out of:

- a) your use of the Software in breach of this Agreement;
- b) your unauthorized distribution or making available of the Software; or
- c) your infringement of third-party rights through use of the Software outside the Permitted Purpose.

11. Term and Termination

- 11.1. This Agreement is effective upon acceptance and remains in effect for an indefinite period of time until terminated in accordance with this Clause.
- 11.2. The Company may terminate this Agreement for cause with immediate effect if you materially breach this Agreement and fail to cure such breach within a reasonable

period after written notice (if cure is possible). For breaches that cannot be cured (including unauthorized distribution or severe IP violations), termination may be immediate.

11.3. You may terminate this Agreement at any time by ceasing use of the Software, and uninstalling and deleting the PC Software and all copies under your control.

11.4. Effect of termination:

a) Upon termination, you must cease all use of the PC Software and uninstall and delete it (and any copies) from your systems.

b) Where Firmware is embedded in the Device and is not reasonably removable, you are not required to remove or delete such Firmware. In such case, you may continue to use the Firmware solely to the extent necessary to operate the Device for its intended purpose.

11.5. Termination does not grant you any right to copy, extract, distribute or otherwise make Firmware (or any other Software components) available to third parties.

11.6. Clauses relating to IP, Third-Party Components, Warranty disclaimers, Liability, Confidentiality, Governing Law/Jurisdiction, and any other clauses that by their nature are intended to survive shall survive termination.

11.7. After termination, the Company may cease providing access to downloads and/or Updates for the PC Software and may cease providing Updates generally, unless otherwise required by mandatory law or separately agreed.

12. Data Protection

The parties undertake to comply with all applicable data protection regulations, in particular the GDPR and the Austrian Data Protection Act ("DSG"). This also includes the conclusion of agreements under data protection law, particular to comply with Art 28 GDPR, if and insofar as this should be necessary in this context.

13. Confidentiality

13.1. Each party shall treat confidential information of the other party as strictly confidential and use it solely for purposes of this Agreement.

13.2. Confidential information includes all information marked as confidential or which is to be regarded as confidential by its nature, including technical information, know-how, product information and documentation.

13.3. Disclosure is permitted only to employees/affiliates on a need-to-know basis, provided they are bound by equivalent confidentiality obligations, or where required by law/authority (with prior notice where legally permitted).

14. Amendments

- 14.1. The Company may update this Agreement from time to time. The Company will notify you of material changes at least thirty (30) days before they take effect (e.g., via the Software, email, or other reasonable means).
- 14.2. If you object to a material change in writing within thirty (30) days of notice, the previous version remains applicable; however, the Company may then terminate this Agreement with effect from the date the change would otherwise have taken effect.
- 14.3. Continued use of the Software after the effective date of the amendment constitutes acceptance of the updated Agreement.

15. Severability; Waiver

- 15.1. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest to the economic intent.
- 15.2. Failure to enforce any right or provision shall not constitute a waiver of future enforcement.

16. Governing Law and Jurisdiction

- 16.1. This Agreement shall be governed by the substantive laws of the Republic of Austria, excluding conflict of laws rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.2. To the extent legally permissible, exclusive jurisdiction for all disputes arising out of or in connection with this Agreement shall be the competent court at the Company's registered seat in Vienna, Austria.

17. Contact

Invisible-Light Labs GmbH

Taubstummengasse 11, 1040 Vienna, Austria

Email: software@invisible-light-labs.com

Website: www.invisible-light-labs.com