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2 SOFTWARE LICENSE AGREEMENT

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For the purposes of this AGREEMENT, the term "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement, including, without limitation, a Party's parent and subsidiaries, if any; whereby "control" means the ownership of or more than fifty per cent (50%) of the voting rights or comparable interests in such entity.

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BRUKER shall furnish the SOFTWARE to you on media in machine-readable object code form or pre-installed in the hardware and may also provide the DOCUMENTATION containing instructions for operation and use of the SOFTWARE. Unless pre-installed, all items will be delivered via electronic means such as internet download (e.g., via FTP).

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The term of this license commences upon delivery of the SOFTWARE to you and lasts for the SOFTWARE product life specified by BRUKER unless earlier terminated for default by one of the parties or as otherwise set forth herein. If there is a fee charged for this license, the license fee is based upon the number of permitted concurrent users (the 'Permitted Users').

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The SOFTWARE may contain capabilities for remote diagnosis of software processes and operational status of connected hardware (“Remote Diagnosis Feature”). If such a functionality is provided in the SOFTWARE, you can technically enable or disable it. Please refer to the DOCUMENTATION for more detailed information on the activation process. If you enable the Remote Diagnosis Feature, you agree that the SOFTWARE shall collect, process, and transfer to BRUKER and/or its Affiliates data from the connected hardware. Such data may include, but is not limited to, (a) hardware settings, (b) readback values, (c) instrument settings, e.g. calibration, (d) software versions, (e) log file information (no file name and personal information), (f) anonymous user analysis, and (g) system suitability qc, e. g. result of hardware diagnostic procedures. You hereby grant BRUKER, and BRUKER hereby accepts, a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the data collected by BRUKER via the Remote Diagnosis Feature, and to sublicense the foregoing rights to our Affiliates. The Remote Diagnosis Feature operates in accordance with applicable data protection laws and does not collect, process and/or transfer any information in relation to the hardware user(s) that would enable BRUKER to identify the individual user(s). For additional information on the processing of personal data by BRUKER please refer to our Privacy Notice at <https://www.bruker.com/privacy-policy.html>.

15 NO LIABILITY

To the maximum extent permitted by applicable law, in no event shall BRUKER and its suppliers be liable for any damages other than direct damages (including, without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business

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16 TERMINATION

You may terminate this AGREEMENT immediately upon written notice to BRUKER at any time. Either party may terminate this Agreement in the event of default by the other party that is not cured within 30 days after written notice is provided describing the default. Upon any termination of this AGREEMENT, you shall immediately discontinue use of the SOFTWARE and shall return to BRUKER all available copies of the SOFTWARE and DOCUMENTATION or, at BRUKER'S request, you will destroy the SOFTWARE and DOCUMENTATION and all copies thereof. Your obligation to pay accrued charges and fees, as well as any other sections of the AGREEMENT that, either explicitly or by their nature, must remain in effect beyond the term of this AGREEMENT (e.g. the license granted by Customer to BRUKER relating to the Remote Diagnosis Feature), shall survive any termination of this AGREEMENT.

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