SOFTWARE END USER LICENSE AGREEMENT

This Software License Agreement (Agreement) was last updated on the 12th day of July, 2023.

The Agreement is entered into between You (**Licensee**) and **INFICON AG**, with offices at Alte Landstrasse 6, FL-9496 Balzers (FL) (**Licensor**).

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WHEREAS, for the good and valuable consideration, the receipt of which is hereby acknowledged, Licensor is willing to license the Software to Licensee; and

WHEREAS, Licensee is willing to accept the Software license under the conditions set forth below.

NOW, THEREFORE the parties agree as follows:

II.   AGREEMENT

0. VALIDITY

This Agreement is concluded in legally binding manner

> i) either by exchanging mutually signed copies of this Agreement, or
> ii) as soon as Licensee shall download, install or use the Software, thereby factually agreeing with the provisions of the Agreement hereinafter.

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In either case, Licensee confirms its consent to the terms of this Agreement which shall exclusively govern the use of the Software.

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Licensor is under no obligation to update or correct defects or errors in the Software. If Licensor does provide Licensee with updates or corrections, the terms and conditions of this Agreement shall apply. Similarly, Licensee herewith explicitly acknowledges that Licensor shall not provide any support services for the Software.

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(i) provide or make available the Software to any person or entity other than employees of Licensee who have a need to know consistent with Licensee's use thereof under this Agreement; or

(ii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source program or any part thereof other than parts relating to Open Source Components, from the object program or other information made available to Licensee pursuant to this Agreement.

Licensee agrees to promptly notify Licensor if it obtains information as to any unauthorized possession, use or disclosure of the Software by any person or entity, and further agrees to cooperate with Licensor in protecting Licensor's proprietary rights.

If Licensee, its officers, agents, or employees, breach any provision of this Agreement, such breach must be cured within thirty (30) days of receipt of Licensor's written notice describing such breach. If such breach is not cured within the thirty (30) days after receipt of the notice, the License granted shall terminate with immediate effect and Licensee shall pay Licensor reasonable monetary payments for loss and/or damages related to such breach.

5. TERM

a) The license subject to this Agreement shall continue for an indefinite period of time.

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b) Non-performance of the contract terms by Licensee and the failure to cure a breach that is curable within a reasonable period of time provide the Licensor the right to terminate this Agreement and the License granted with immediate effect.

c) This License Agreement is further terminated either in case and as soon as Licensee shall de-install the Software from its hardware or in case either Party notifies such termination with a notice period of no less than three months.

In the event of termination of this Agreement pursuant to the above, Licensor shall have the right to take possession of the Software or to request confirmation that the Software has been de-installed from Licensee's hardware.

Termination of this Agreement shall not relieve either party of its obligations pursuant to Sections 2, 3, 4, 5, 6 and 11 hereof.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

Licensee agrees to indemnify and hold Licensor harmless from and against all loss, cost, expense or liability (including reasonable attorney's fees) arising out of a claim by a third party against Licensor based upon Licensee's use of the Software or any of its customizations, updates and/or corrections.

Licensor shall have no liability to Licensee for any damage sustained by Licensee as a result of Licensee's use of the Software, whether such damages would arise as a result of breach of contract, tort or otherwise. In particular and for the sake of clarity, but without limiting the generality of this clause, Licensor shall have no liability whatsoever in case the Software should provide or deliver any incorrect or inaccurate measuring results and/or deductions therefrom, directly or indirectly resulting in damages to raw materials and/or to tools and products. Licensee has tested the Software and relies on its own judgment in utilizing it.

Licensor warrants that the use of the initially provided Software will not infringe any patent, copyright, or trademark.

Obligations set forth herein are contingent upon the other party:

a) Providing the indemnifying party with prompt written notice of any action brought against the other party; and

b) The other party cooperating with the indemnifying party in the defense of any such action, and allowing the indemnifying party to control the defense and settlement of any such action at its expense;

Licensor shall have no obligation to defend any action or indemnify Licensee from damage if:

(i) Licensee has modified the Software in combination with other Software and the action, claim or damage would have been avoided without such combined use.

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    (ii) Licensee is using the Software in combination with other Software and the action, claim or damage would have been avoided without such combined use

7. FORCE MAJEURE

Either party shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond the reasonable control of the party, which makes such performance or delivery commercially impractical. In the event of any such delay, the time of delivery or performance and time of payment shall be extended for a period of time equal to the time lost by reason of such delay (unless otherwise specified in writing between the parties hereto).

8. NOTICES

All notices shall be in writing and shall be deemed to be delivered when sent by e-mail or registered mail. All notices shall be directed to Licensee or to Licensor, its successors or assigns, at the respective address or e-mail address set forth in this Agreement or on the Software-Download-Form or to such other address or e-mail address as one party may, from time to time, designate by notice to the other Party.

9. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are not affiliated companies and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between them. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10. COMPLETE AGREEMENT

This Agreement constitutes the complete and exclusive statement of this agreement between the Parties hereto and supersedes any and all prior express implied agreements or understandings between the Parties hereto concerning the subject matter hereof. No amendment, waiver or other alteration of this Agreement may be made except by mutual agreement in writing.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby and the parties shall negotiate replacement provisions for those provisions which are held invalid, illegal or unenforceable which as closely as possible express the intent of those provisions.

11. RESTRICTIONS OF TRANSFER

This Agreement and the rights and obligations under this Agreement shall not be transferable, sublicensable or assignable to any other person, firm or corporation by Licensee, without

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the express prior written consent of the Licensor. The rights and obligations of this Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of Switzerland, with the exclusion of any conflict of law provisions.

Any dispute between the Parties shall be exclusively settled by the ordinary competent courts of St. Gallen, canton of St. Gallen, Switzerland.

By downloading the Software, the Parties accept this Agreement.

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