

## SaaS Service: “*Proteus*<sup>®</sup> *Now Quantify*” (B2B)

**Status:** As of November 2025

**Provider:** NETZSCH Japan k.k., Moriyacho, 3-chōme Moriyachō, Kanagawa Ward, Yokohama, Kanagawa 221-0022, Japan

**Managing Director:** Yoshio Shinoda

(hereinafter named “NETZSCH”)

(Note: The proprietor of the *Proteus*<sup>®</sup> *Now Quantify* software is NETZSCH Gerätebau GmbH, Germany (licenser). This party grants NETZSCH (the licensee) a non-exclusive, non-transferable license to the software. The licensee is granted the right of use and sublicensing to the licensee’s customer.)

### § 1 – Scope of Application

1. These NETZSCH SaaS conditions apply for all contracts pertaining to use of the Provider’s web-based software solutions, and/or those of NETZSCH Gerätebau GmbH, Germany, offered by the Provider and/or by NETZSCH Gerätebau GmbH, Germany, over the Internet as Software-as-a-Service (“SaaS”), by enterprises; in particular, to the use of *Proteus*<sup>®</sup> *Now Quantify*, as per § 14 BGB (German Civil Code).
2. Any deviating or conflicting customer terms and conditions will not become an integral part of the contract, even if they are not expressly contradicted. Anything else is only valid if the Provider agrees to their validity in written form.

### § 2 – Subject Matter of the Contract; Services by NETZSCH

1. With *Proteus*<sup>®</sup> *Now Quantify*, the Provider is providing the customer with a web-based software solution with which **DSC measurements on polymer recyclates** can be analyzed via an automated process.
2. The software uses a **machine learning model** that, in a few seconds, calculates the **percent by weight of polymers contained** (currently: **polyolefins – PE, PP**) and delivers information regarding the analytical precision. The software is continually expanded with additional polymer classes.
3. The application was specially developed for **NETZSCH DSCs** and replaces manual calculations with automated expert results. Access is web-based via a browser – without installation – on PC, laptop or tablet.  
Prerequisites:
  - o NETZSCH *Proteus*<sup>®</sup> Version 9.7 (or higher), or measurement files thereby generated
  - o A stable Internet connection
  - o Access to [www.proteusnow.netzsch.com](http://www.proteusnow.netzsch.com)
4. Functions:
  - o Automated material analysis
  - o Export as a PDF or CSV for uses such as integration in the Digital Product Pass (DPP)
  - o English-language user interface
5. The scope of operation ensues from the current specification of services, to which the customer is given access prior to the signing of the contract.
6. Use takes place exclusively online (SaaS). There is no right to the license of the software for local installation nor to issuing of the source code.
7. Access and use of the software take place via an Internet connection through the use of an Internet browser. The software is operated on a cloud infrastructure administered by NETZSCH, and/or by NETZSCH Gerätebau GmbH, Germany, which is hosted on servers within the cloud of a third-party provider. The software remains on this cloud infrastructure at all times; installation at the customer’s site does not ensue.

8. NETZSCH guarantees provisioning of the *Proteus® Now* cloud at the router exit of the data center of the cloud of the third-party provider in which the cloud services are hosted (point of transfer). NETZSCH's responsibility ends at the point of transfer. For the Internet connection between the point of transfer and the customer's IT systems, the customer alone is responsible.
9. Neither documentation nor an instruction manual or handbook for the software is owed, unless this is expressly agreed upon in written form. The scope of services of the software at the time of the contract signing will be described in the respective order confirmation.
10. The customer has the right to use the software exclusively for their own business activities within the business departments agreed upon through contract. Should the customer wish to use the software for purposes beyond the scope agreed upon (e.g., other business departments, number of uploads), this is only allowable following agreement by NETZSCH in writing and following payment of an additional license fee. The customer commits to informing NETZSCH promptly about any planned expansion of use.
11. NETZSCH offers the customer the software always in its most current version as Software-as-a-Service for use with suitable clients (web browsers). NETZSCH guarantees its customers the same usage rights on the updates provided as on the original product.
12. NETZSCH is not obligated to develop the software further. However, if improvements are carried out, NETZSCH will inform the customer within the software in time. This is the case for both updates and upgrades equally.
13. NETZSCH is not obligated to make the software available during a running update procedure.
14. For the standard version of the software, there is a subscription license. However, there are also options available with fixed contract duration periods. The type of option purchased is specified in the order confirmation.
15. The data volume available to the customer (number of uploads per year) depends upon the option selected. The data volume is also specified in the appertaining quote/order confirmation.
16. NETZSCH undertakes care of the software for the duration of this contract by providing the following maintenance services: provision of the program version currently being marketed by NETZSCH (updates) and elimination of deficiencies in the software according to these conditions.
17. No further services are owed. NETZSCH renders the services only for the version currently being marketed by NETZSCH. Fulfillment of the customer's obligation to cooperate is contractually essential.
18. **The following services are not included in the contract's subject matter:**
  - Connection and communication with the software
  - Loading of the measurement data to the cloud

### § 3 – Conclusion of the Contract

1. The contract materializes via:
  - a binding quote by NETZSCH and
  - the concordant order by the customer.
  - If the customer's order deviates from the quote, then via the customer's order and the concordant order confirmation by NETZSCH.

The customer receives the login details following the order confirmation via a separate email. The contract becomes effective at the latest 4 weeks after receipt of the login details / after installation for new instruments, if the customer does not log in initially during this time. Here, § 8 No. 5 of these Conditions applies.

### § 4 – Begin, Period of Validity and Termination

1. The contract begins with the **customer's first login** to the software, or at the latest **4 weeks following receipt of the login details**; when ordering together with a new instrument, then at the latest **4 weeks following its commissioning**.
2. The number of uploads specified in the contract defines the **maximum allowable units** per year.
3. The minimum contract duration in the standard option of the software is 12 months. The contract extends automatically by an additional year following the end of this period unless terminated in writing by one of the parties with a notice of at least three months prior to the end of the period. During the extension period, either party can terminate the contract with a written notice of at least three months prior to the end of the extension period.
4. Additionally, options with fixed contract durations from 1 to 5 years are also available. Following the expiry of this/these time period(s), a new contract can be closed.
5. In the "Academia" option, the user is granted a perpetual usage right for non-commercial use of the product.
6. Termination during the minimum contract period is barred. Excepted from this would be the case in which the product were discontinued due to a business decision. In this case, NETZSCH is entitled to a special right of termination. NETZSCH would thereby give notice of 6 months to the end of the month. In such a

case, the customer would receive a refund of the excess license fees paid in advance. Any further customer claims are barred.

7. The right to extraordinary termination without notice for an important reason per § 314 of the BGB (German Civil Code) remains applicable for both parties, as long as the necessary prerequisites are fulfilled.

The following circumstances, among others, would constitute an important reason:

- If the customer violates important contractual obligations or these conditions of use, and this violation, irrespective of warning, is not remedied within a reasonable amount of time; or
- If the customer is more than three months in arrears with payment; or
- A violation of legal requirements occurs (e.g. export control rights, data privacy rights); or
- The customer misuses the software services, in particular for unlawful data processing or transfer to unauthorized third parties; or
- An application has been submitted to open insolvency proceedings with regard to the customer's assets; or, due to lack of mass, such an application has been declined; or
- NETZSCH is more than three months behind with the provision of services according to the subject matter of the contract.

A previous warning is not required if this is unreasonable in view of the severity of the violation, or if it evidently offers no outlook for success.

In the case of termination for an important reason by NETZSCH, the customer loses all access rights to the software services at the moment that the termination becomes effective. Any unresolved payments remain unaffected hereby.

Furthermore, the regulations regarding contract termination apply.

## § 5 Obligations of the Customer, Usage Rights, Access Rights

1. The customer must pledge to only use the software within the scope stipulated in the contract, in particular:
  - to handle access data confidentially and to not divulge these to others,
  - to not upload any unallowable content,
  - to not carry out any technical manipulation (e.g. reverse engineering).
2. The customer must ensure that the technical requirements at their end are fulfilled, in particular:
  - Internet access,
  - current browser software,
  - valid measurement data in a supported format.
3. The customer receives a single, non-exclusive, non-transferable, locally restricted usage right which is limited to the duration of the contract.
4. Use is restricted to the number of **Measurement Uploads** agreed upon in the contract.
5. The software may not be rented, re-sold, or yielded to third-party use unless this is agreed upon contractually.
6. The customer may only use the software for their own business activities.
7. For the duration of the contract, the usage right is granted under the conditions of timely and full payment and lawful usage as stipulated in the contract.
8. NETZSCH Gerätebau GmbH, Germany, remains the proprietor, holder, and author of all rights to the software being provided to the customer.
9. The customer remains the unrestricted proprietor, holder, author, and authorized user of all information and data that they enter into the software. If – and to the extent to which – one or more databases or database networks are generated during the period of validity for this contract, in particular through the compilation of application data via contractually allowable customer activities on the server used by NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, all rights thereto belong to the customer. The customer also remains proprietor of these databases or database networks following termination of the contract. The term database(s) and database network(s) here comprises customer content and not the database software.
10. The customer grants NETZSCH, including NETZSCH Gerätebau GmbH, Germany, an unrestricted, free-of-charge, non-exclusive, non-transferable, irrevocable, worldwide right to the use and reclamation of feedback, also in the form of incorporation of the feedback into the improvement of the software.
11. Any further developments of the software, or concepts or ideas for improvement of the software, that originate within the framework of the parties' collaboration belong to NETZSCH, including NETZSCH Gerätebau GmbH, Germany, alone.

12. There will be no physical relinquishment of the software.
13. The administrator of the software product on the customer's side will receive access rights in the form of a username and a password (access data). Upon registration, the first name, last name, and email address of the primary user or contact person must be submitted.
14. The access data are to be kept confidential by the customer. Any transfer of this access data to non-authorized third parties is forbidden. If the customer becomes aware of any unauthorized use of the access data with which they are entrusted, they are obligated to inform NETZSCH immediately.
15. The customer is not entitled to any changes to the code of the software, not even for reasons of defect remediation. This does not apply to changes for defect remediation if NETZSCH is in arrears with the defect remediation, refuses it, or is incapable of defect remediation due to the opening of an insolvency proceeding.
16. The back translation of the source code into other code forms (decompilation) as well as other forms of back development of the various production steps of the software (reverse engineering) are not permissible. The authority to implement translations of the code forms for producing interoperability with an independently created computer program remains unaffected, as long as the conditions specified in § 69 of the "e UrhG" (German Copyright Act) are fulfilled.
17. The information gleaned through actions in accordance with § 69 "e", Paragraph 1 of the "UrhG" (German Copyright Act) may not be used for purposes other than those there named, and must remain within the framework thereof; further, they may not be transferred to third parties. Additionally, it is unallowable to use the information for the production or marketing of a program with a similar form of expression or for some other actions damaging to proprietary rights.
18. The customer is forbidden to remove, alter, or render illegible the proprietary and copyright notices, stickers, labels or trade names of NETZSCH, and/or of NETZSCH Gerätebau GmbH, Germany, contained in the software as well as in any documentation.
19. The customer grants NETZSCH, including NETZSCH Gerätebau GmbH, Germany, the right to verify adherence to the contract conditions through objectively suitable (technical) measures. The customer will support NETZSCH, if requested, in verifying to the extent necessary and will take care that the verification can be carried out unhindered. The customer will be notified by NETZSCH, and/or by NETZSCH Gerätebau GmbH, Germany, of any verification of their systems by NETZSCH and/or by NETZSCH Gerätebau GmbH, Germany, at least (5) working days in advance. If, during the verification, any violation of the contract is observed (e.g., any overuse and/or any violation of the licenses acquired), against terms of the license in accordance with this contract, the costs of the verification are to be borne by the customer.
20. For every case of infringement, the customer is obligated to back pay the license fees on the basis of the respectively valid price list. Further rights held by NETZSCH (e.g., usage prohibition for misuse) remain unaffected.
21. In general, the customer may only use the software for the analysis of DSC measurement data generated in the laboratory with a NETZSCH instrument.
22. The usage right stands **under the condition of adherence to these NETZSCH SaaS Conditions and can be prematurely terminated or restricted** by NETZSCH, including NETZSCH Gerätebau GmbH, Germany, in the case of **serious violations**.

## § 6 Changes

1. NETZSCH, including NETZSCH Gerätebau GmbH, Germany, reserves the right to adapt, expand or change the services provided, including the functionalities, technical specifications and scope of the Software-as-a-Service (SaaS) services, per its own discretion, as long as these changes do not substantially impair the contractually agreed-upon purpose.
2. Changes that could have a considerable influence on the usage possibilities of the SaaS services will be conveyed to the customer in text form (e.g., by email or via the SaaS platform) at least four (4) weeks before taking effect. NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, will thereby take the eligible interests of the customer appropriately into consideration.
3. The right to specify the performance serves to ensure the continued improvement of the SaaS services, the adaptation to technical innovations and to legal or regulatory requirements, and the optimization of security and stability of the services.
4. Should a substantial change in the SaaS services lead to a considerable influence on the eligible interests of the customer, the customer has the right to extraordinary termination of the contract within one month following notification of the change. If the customer does not terminate, the changes count as accepted.
5. NETZSCH is not obligated, nor is NETZSCH Gerätebau GmbH, Germany, to retain specific functions or characteristics of the SaaS services enduringly, as long as their removal or change does not considerably influence the contractually agreed-upon core purpose of the SaaS services.

## § 7 Customer's Obligation to Cooperate

1. The customer is obligated, before productive use of the software, to test all of its functions within the system environment intended for its use. Should the customer determine that the software does not operate flawlessly in the intended system environment, the customer must notify NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, promptly following this discovery, in writing or by email, in traceable and detailed form. To this end, all information useful for flaw recognition and analysis is to be named and the flaw situation to be described as precisely as possible.
2. The customer is obligated, in their own sphere of operation and at their own expense, to provide all necessary requirements for the due implementation of services by NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, and to support NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, if needed, in all concerns. To this end, the customer must designate for NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, at least in text form, a technically competent, German- or English-speaking contact person and, if applicable, their proxy, who possesses all of the knowledge, decision-making authorization and powers of attorney necessary for purposes of carrying out the contract discretions, and who is familiar with the intended use of the software.
3. To the extent that this is necessary for the creation and/or use of a new program version, the customer will provide operational new versions of the operating system, the databases, or other third-party means needed for use of the software, at the customer's expense.
4. If, for the provision of the service, an on-site operation at the customer's location is necessary, the customer will grant NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, and its employees access to the appropriate spaces, hardware, and software during normal business hours, following prior arrangements.
5. The customer is obligated to prevent unauthorized access by third parties to the software and its contents by means of appropriate precautions. Upon the termination of work and service relationships, access to the software by the affected employees is to be barred.
6. The customer is obligated to regularly check the end devices used for access to the product for viruses or other detrimental components and, to this end, to utilize state-of-the-art virus protection programs.
7. The customer is responsible for the system environment (e.g., hardware, software, Internet connection, etc.).
8. The customer is responsible for adequate and regular data backups and outage precautions for data and components.
9. Regarding the aforementioned obligation to cooperate, it is a matter of substantial contractual obligations. If the customer breaches their obligation to cooperate, NETZSCH is not obligated to provide service. For repeated or grossly negligent violation of the obligation to cooperate, NETZSCH has the right to extraordinary termination of this contract without notice for an important reason.
10. For procuring the necessary hardware and software on the part of the customer, as well as for the telecommunication connection between the customer and NETZSCH, the customer is responsible.
11. NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, supports the respective current established browser versions.
12. Insofar as NETZSCH, including NETZSCH Gerätebau GmbH, Germany, would need to access and/or work on the customer's IT systems in order to provide its services, the customer grants NETZSCH, including NETZSCH Gerätebau GmbH, Germany, if necessary for the agreed-upon services, a usage and processing right, free of charge, that is non-exclusive, non-transferable, restricted temporally to the duration of the service provision, and restricted in terms of content to the scope and purpose of the contract.

## § 8 Payment Terms & Conditions

1. Usage is based on an **annual license**, the payment of which is based on the currently valid price list. The license grants the right to the evaluation of a certain **number of measurement uploads** (e.g., 750 uploads).
2. Payment is due **in advance for the respective usage period**. Invoices are to be paid in full by the customer within 14 days following receipt thereof, unless another agreement has been made.
3. License fees are specified in the appertaining quote/order confirmation. All prices listed in the quote/order confirmation are shown without the respective legally applicable sales tax.
4. The supplier reserves the right to adjust the prices **with an advance notice of 6 weeks** prior to the next extension period. The customer has the right to terminate if the payment rates increase by more than five percent. The customer may terminate within one month from issue of the notice for the point in time from which such an increase becomes effective.
5. The license fees accrue beginning with access to the paid software, e.g., starting with the first login or at the latest 4 weeks following receipt of the access data / installation of the new instrument.
6. Extensions, increases or changes to the system or the service effectuate an adjustment of the payment. These are confirmed by NETZSCH after acceptance and, if no settlement deadline has been negotiated, billed immediately following their implementation on the basis of quote or price list, as arranged thereafter. The order confirmation counts as proof of the extension.

7. The customer has the right to compensation or the right of retention only in the case of counterclaims that are legally determined or uncontested. The customer may not assign claims against NETZSCH. § 354a of the HGB (German Commercial Code) remains unaffected.

## § 9 Data Usage

1. NETZSCH, including NETZSCH Gerätebau GmbH, Germany, has the right to utilize statistical measurement data from the use of the software for the analysis and further development of the components of the product. Included here are, for example, telemetry data – i.e., data that reflect how often each function was clicked. NETZSCH, including NETZSCH Gerätebau GmbH, Germany, will, in these cases, respect the business and trade secrets of the customer and will use these data only internally.
2. All anonymous information that is derived from the use of the SaaS services (i.e., metadata, summarized and/or analytical information and/or findings with regard to the operation, the support and/or the use of the platform by the customer) which is not personally identifiable information and does not identify the customer (“analysis information”) can be used for the provision of services, for development and/or for statistical purposes. Such analytical information is the exclusive property of NETZSCH, including NETZSCH Gerätebau GmbH, Germany.

## § 10 Training

The software contains a Quick Guide and FAQs that are included in the contract price. For questions outside of this scope, NETZSCH's Customer Service, and/or the Customer Service of NETZSCH Gerätebau GmbH, Germany, as well as your respective sales representative are available.

## § 11 Support

NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, provides to the customer, for the remediation of technical disturbances and the rectification of any errors which may arise within the framework of software use, customer service by email. This is included in the contract price. NETZSCH customer service, and/or the customer service of NETZSCH Gerätebau GmbH, Germany, can also be reached directly at the following email address:

[NGB-service@netzsch.com](mailto:NGB-service@netzsch.com)

Service is available from Monday through Friday in the period from 8:00 a.m. until 4:00 p.m. (CET/CEST), except on German national, regional, or local holidays.

If it turns out that an error reported by the customer actually does not exist and/or is not the fault of the software, the customer must pay NETZSCH according to the then-current NETZSCH Service fees for the analysis and processing of work generated, following calculation of these services.

## § 12 Guarantee

1. For rights of the customer in the case of errors within the software, updates, and upgrades provided, the legal provisions apply, unless otherwise specified in the subsequent text.
2. The prerequisite for claims with regard to software errors is appropriate use of the software according to the NETZSCH guidelines, and/or those of NETZSCH Gerätebau GmbH, Germany.
3. NETZSCH guarantees that the software, when used as stipulated in the contract, is fundamentally consistent with its service specifications and is not afflicted with errors which impair the aptitude for achieving its contractually stipulated use any more than negligibly. The customer is aware that, according to the current state of technology, it is not possible to develop software of this complex sort absolutely free of any error. Therefore, immaterial deviations from the service specifications do not qualify as errors.
4. The customer is obligated to immediately inform NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, of any errors in writing, by email or via a ticket system provided by NETZSCH and/or by NETZSCH Gerätebau GmbH, Germany, for this purpose – if existing – and thereby to indicate and to describe how the error manifests, what its effects are, and under what circumstances it occurs. Claims with regard to errors only exist when the errors reported are reproducible or can be demonstrated by machine-generated output.
5. NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, will remedy the errors properly reported by the customer by way of subsequent fulfillment, i.e. through subsequent remediation or subsequent supply, within a reasonable period. The right to election of the type of subsequent fulfillment lies with NETZSCH, and/or with NETZSCH Gerätebau GmbH, Germany. The right of NETZSCH, and/or of NETZSCH Gerätebau GmbH, Germany, to deny subsequent fulfillment under the legal requirements remains unaffected. Insofar as it can be expected of the customer, NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, has the right to remedy error by providing the customer with a new version of the software (e.g., an “update”) which no longer contains the reported error or remedies it, or to develop a substitute solution.

6. As long as the subsequent fulfillment has not failed, the customer's termination right arising from refusal to grant usage per § 543 Paragraph 2 No. 1 of the BGB (German Civil Code) does not apply.
7. NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, assumes no liability insofar as the errors occurring are a result of the customer's non-adherence or faulty adherence to:
  - the service/functionality description, and/or
  - the system requirements needed at the customer's end, and/or
  - the requirements otherwise described in the contract documents.
 This also applies in the case of customer misuse or faulty entry.
8. NETZSCH assumes no liability, nor does NETZSCH Gerätebau GmbH, Germany, insofar as the responsibility lies with the customer and/or the cloud provider.
9. NETZSCH assumes no liability, nor does NETZSCH Gerätebau GmbH, Germany, for errors that occur following a change in the usage or operating conditions; following a change in the system environment; following installation or operational errors, as long as these are not founded in errors in the documentation; following interference with the software, such as changes, adjustments, or connection with other programs; and/or following use contrary to contract – unless the customer can document that the errors were already in existence at the time of the software transfer or do not have any causal relationship with the above-named occurrences.
10. NETZSCH assumes no liability, nor does NETZSCH Gerätebau GmbH, Germany, for the correctness of customer data or third-party data found in the cloud nor for any errors resulting therefrom.
11. Any liability regardless of negligence or fault on the part of NETZSCH, and/or on the part of NETZSCH Gerätebau GmbH, Germany, for errors already existing at the time of contract closing is expressly excluded.
12. The customer may not implement any reduction of payment via deduction from the stipulated payment. Rights to claims regarding enrichment and damages remain unaffected.
13. If it turns out that an error reported by the customer actually does not exist and/or is not the fault of the software, the customer must pay NETZSCH according to the then-current NETZSCH price list for the analysis and processing of work generated, following calculation of these services.
14. The warranty period for material and title issues is 12 months following access to the software per § 3.
15. Supplementarily, § 13 of these conditions applies, as well as the regulations contained in the general terms and conditions of payment of the NETZSCH Group.

## § 13 Liability and Liability Limitations

1. The general terms and conditions of payment of the NETZSCH Group apply.
2. The provider assumes absolute responsibility in cases of mandatory liability in accordance with applicable law, in particular for willful intent and gross negligence, as well as for damages arising from injury to life, body or health, violations of product liability law, deceit, or a guarantee assumed by NETZSCH.
3. In cases of slight negligence, the provider is liable only if essential contract obligations are violated ("material contractual obligations") and only for foreseeable, typical damages.
4. In every case, liability is restricted to the amount of the annual license fee.
5. Supplementarily, the parties agree that NETZSCH has no liability to the customer, nor does NETZSCH Gerätebau GmbH, Germany, for lost profits, missed savings, damages from third-party claims, or other collateral or consequential damages.
6. **Claims with Regard to Third-Party Property Rights:** NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, releases the customer from any claims that third parties could invoke resulting from a violation of proprietary law or other industrial property rights in connection with contractually stipulated use of the software. This release also includes all judicially imposed costs and indemnities for damage imposed upon the customer as a result of such claims.

This release and defense by NETZSCH, and/or by NETZSCH Gerätebau GmbH, Germany, requires, however, that the customer:

- (i) inform NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, in written form immediately after attaining knowledge about the third party claims,
- (ii) not yield any acknowledgment of the claimed infringement of industrial property right or any admission of guilt,
- (iii) leave sole control over the defense and any settlement negotiations with the third party to NETZSCH, and/or to NETZSCH Gerätebau GmbH, Germany, and
- (iv) support NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, within the framework of what is reasonable in defense against the claims.

Should it come to a legal dispute or arbitration, the customer must allow NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, sole command of the proceedings, appoint an attorney of its choice for NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, and cede to this attorney all necessary information. Should the customer not be able to undertake the entire assignment of the legal defense, then the customer

must concede sole control over the defense to NETZSCH and/or to NETZSCH Gerätebau GmbH, Germany, in an internal relationship, whereby NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, will lead the legal defense in consultation with the customer.

If it turns out that, or there is justified cause to suspect that, the software or parts of it are subject to the rights of third parties, NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, may, at its own option and expense, either (a) acquire the corresponding rights from the third party, (b) exchange or alter the respective parts of the software such that no third-party rights are still being violated, while the essential contractual requirements continue to be fulfilled, or (c) otherwise adjust the respective parts of the software in such a way that they no longer violate the industrial property rights of third parties. If none of the named measures are feasible with reasonable expenditure, either party may terminate this contract, either in whole or in part, in written form without advance notice.

7. NETZSCH is not liable, nor is NETZSCH Gerätebau GmbH, Germany, for any loss of data insofar as the damages are due to the customer having failed to carry out their own regular data backups (immediately following each use) and to thereby ensure that any lost data can be recovered with reasonable effort.
8. In cases where the liability of NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, is fully excluded or limited, the same is also valid for the personal liability of the affiliates, employees, and auxiliary persons of NETZSCH and/or NETZSCH Gerätebau GmbH, Germany.
9. NETZSCH is not liable, nor is NETZSCH Gerätebau GmbH, Germany, for delays or outages in the provision of services that are attributable to circumstances or causes lying outside of the reasonable control of the company, including but not limited to strikes, shortages, unrest, insurrection, fires, floods, storms, explosions, acts of nature, war, governmental or quasi-governmental measures, turmoil, terrorist attacks, earthquakes, explosions, power outages, pandemics or epidemics (or similar regional health risks) or other causes. In such cases, the due dates shift by the duration of the disturbance – if necessary, including a reasonable period of relief.
10. **Auditing of Results and Exclusion of Liability:** (i) The software can generate evaluations and calculations and does not constitute a full scientific examination. The customer is obligated to verify all results prepared by the software on their own authority for plausibility and technical suitability before their use. This comprises verification of the proposed compounds, reactions, formulas or processes for agreement with recognized scientific and industrial standards as well as for their suitability for the intended application. This obligation concerns, in particular, cases in which the generated data are to be used for legal, commercial, or security-relevant decisions. (ii) For this purpose, the customer must ensure that they either have the necessary specialist expertise available or secure suitable internal or external specialist resources (e.g., specialist departments, consultants or specialist third parties). All responsibility for the appropriate and safe use of the proposed results, including responsibility for their plausibility, lies exclusively with the customer. (iii) NETZSCH, including NETZSCH Gerätebau GmbH, Germany, is not liable for damages or losses arising from the unverified or improper use of results generated by the software, insofar as the damages are not due to a deliberate or grossly negligent breach of duty by the provider. Liability for simple negligence is excluded, as long as no material contractual obligations are violated. In this case, liability is limited in amount to the typical damages and those foreseeable upon contract closing.
11. NETZSCH, including NETZSCH Gerätebau GmbH, Germany, is not liable for damages or losses that are caused by maloperation or disturbances of the software or services by third parties such as cloud providers, system providers or technological partners (e.g., Microsoft), unless NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, contributed in a deliberate or grossly negligent manner to their causation. NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, guarantees careful selection and integration of the third parties named.

## § 14 Use of Open-Source Software (OSS)

1. **Use of Open-Source Software** The software solutions by NETZSCH, and/or by NETZSCH Gerätebau GmbH, Germany, contain Open-Source Software (OSS) which is provided under the respective open-source licenses. A list of the open-source components used, as well as the respective terms of the license in their respectively relevant version, are available at [detailed list/link] and are part of these NETZSCH SaaS Conditions.
2. **Licenses and Rights** The use of Open-Source Software is subject to the conditions of the respective open-source licenses. These licenses guarantee the customer the right to use the software, but only in accordance with the respective license terms. The customer is obligated to adhere to the respective license terms of the open-source components used in *Proteus® Now Quantify*.
3. **Liability Exclusion** NETZSCH does not assume any liability, nor does NETZSCH Gerätebau GmbH, Germany, for the OSS, including for the quality, security or functionality of the OSS components.
4. **The core functionality** is secured by NETZSCH, and/or by NETZSCH Gerätebau GmbH, Germany, in accordance with the current state of technology. NETZSCH, and/or NETZSCH Gerätebau GmbH, Germany, ensures that the employed OSS and appertaining licenses are regularly updated and, if necessary, replaced.

## **§ 15 Use of Marketing Materials and Public Relations**

With the customer's consent, NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, may use their logo as well as a quote or testimonial within the scope of marketing measures (e.g., website, brochures, presentations). Furthermore, following prior coordination, a case study or a webinar presenting the collaboration may be created jointly. The customer also declares themselves willing to act as a reference in the case of interested third parties.

All contents are coordinated in advance with the customer; the rights to logos and brand materials remain, of course, with the customer. The confidentiality of sensitive information remains guaranteed.

## **§ 16 Termination of Contract**

1. The customer is obligated in the case of termination of contract – irrespective of the legal grounds – to fully secure the data administered via the cloud in a timely fashion.
2. If not otherwise negotiated between the parties, the customer will be able to download the calculation results in csv-format for a period of 60 days following termination of the contractual relationship; or, in the case of extraordinary termination, for a maximum of 30 days. After expiry of this period, the results along with the measurement data loaded on the cloud and the customer's user account will be deleted.
3. In the case of extraordinary termination by the provider due to grave contractual violation by the customer, the provider has the right to retain the release of the data until any pending claims are cleared or any liens secured.
4. Upon customer request, NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, will completely and irrevocably delete all customer data saved on their production system within four weeks. Following the end of the contractual relationship, this deletion takes place at the latest after 60 days. Excepted from these time frames are data on backup systems which, for technical reasons, do not allow for selective deletion of individual data sets, and thus can first be removed from the system following the end of the maximum retention time of 90 days. In the case of restoration of a backup, if not otherwise negotiated between the parties, the recovered customer data that had previously been deleted from the production system in accordance with deadlines will be re-deleted by NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, without solicitation and immediately.
5. The customer is expressly informed that, following the end of the contract, the software may no longer be used; any continued use is a violation of the proprietary rights of NETZSCH Gerätebau GmbH, Germany.
6. Support for transferring the data to the customer's systems or to third parties will only be provided if specially ordered, and a charge will apply.

## **§ 17 Data Protection and Order Processing**

1. The parties are obligated to adhere to the applicable data protection regulations, in particular the European General Data Protection Regulation ("DSGVO") and the German Data Protection Act ("BDSG").
2. The customer concedes to NETZSCH, including NETZSCH Gerätebau GmbH, Germany, the right to save the data generated by use of the software onto the server for which NETZSCH and/or NETZSCH Gerätebau GmbH, Germany has responsibility for fulfillment of its contractual obligations, and to replicate these data for security onto a backup server (cloud), if this is necessary for purposes of contract fulfillment.

## **§ 18 Confidentiality**

1. Both parties are obligated to confidentially handle all information, trade secrets, and data known to them as a result of the contractual relationship that are not publicly known, and to not impart these to third parties.
2. Any non-disclosure agreement closed between the parties remains valid.
3. It is known to the contract parties that there are security risks associated with electronic and unencrypted communication (e.g., via email). For this type of communication, therefore, they will not assert any claims that are due to the lacking encryption, unless encryption was previously agreed upon.

## **§ 19 Export Control and Compliance**

1. The customer is obligated to independently adhere to all valid domestic and foreign export and import regulations that apply to the use of the software services.
2. The customer is responsible in particular for verifying, before use of the software in another country, whether such use is subject to any export restrictions or licensing requirements.
3. In the case of transnational use, the customer bears any accruing customs duties, fees, or other dues along with the obligation to adhere to governmental procedures, insofar as no other arrangements were expressly made in written form.
4. The provider and/or NETZSCH Gerätebau GmbH, Germany, reserves the right to restrict or bar access to the software if and insofar as this is necessary for adherence to export control regulations.

## § 20 Final Provisions

1. Verbal side agreements do not exist. Changes, supplements, and the revocation of this contract require the text form at a minimum. This also applies regarding any changes to this text form provision itself.
2. **Cancellations require at least the text form in order to be considered effective** (e.g., email is sufficient), unless the parties have expressly stipulated otherwise. NETZSCH and/or NETZSCH Gerätebau GmbH, Germany, also provides another means of cancellation via the contact form in the software.
3. This contract is subject exclusively to the laws of the Federal Republic of Germany. The place of jurisdiction for any disputes arising out of this contract is Hof. The provider, and/or NETZSCH Gerätebau GmbH, Germany, however, also has the right to bring action against the customer at their own place of jurisdiction.
4. The customer's terms and conditions of purchase do not apply.
5. Appendices to this contract are constituent parts of the contract.
6. Should individual provisions within this contract be invalid in whole or in part, or should they become invalid following the closing of the contract, the validity of the remaining provisions remains unaffected thereby. In this case, the parties are obligated to negotiate an effective and reasonable substitute provision approximating the intended spirit and purpose of the invalid provision as closely as possible. This also applies in the case of any contractual gaps.

### Appendices:

- OSS components including terms of the license – Link
- General terms of delivery and payment of the NETZSCH Group - Link
- Non-disclosure agreement (if existent)

Status: November 5, 2025