QUALIMETRIC · SOFTWARE LICENCE TERMS

Software Licence Terms

The terms for the use of NexChrom and GasCatena: installation and instruction, the licence per laboratory, the annual fee and the remote service. They supplement the General Terms and Conditions.

Qualimetric · Mill, The Netherlands · info@qualimetric.nl · nexchrom.nl · 1 November 2026

CONTENTS

1. Definitions
2. Scope of these terms
3. Initial Delivery
4. Licence
5. Results and Records
6. Licence Years, Annual Fee and end of the licence
7. Remote Service
8. Customer's responsibilities
9. Validation and accreditation
10. Data and connections
11. Third-party components and materials
12. Previews and pilots
13. Intellectual property and continuity
14. Fees
15. Other provisions

These Software Licence Terms apply to the use of the software NexChrom and GasCatena of Qualimetric, Mill, the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 02069925. E-mail: info@qualimetric.nl. They supplement the General Terms and Conditions of Qualimetric (version November 2026) and form part of every Agreement under which NexChrom or GasCatena is supplied. Version November 2026.

1. Definitions

Terms written with a capital letter have the meaning given in the General Terms and Conditions, and in addition:

- **Software**: NexChrom or GasCatena, as named in the Agreement, including the program components that Qualimetric supplies with it, the updates and new versions supplied under these terms, and the Documentation.
- **Documentation**: the user manual, the calculation specification, the validation documentation and the other documents that Qualimetric supplies with the Software.
- **Laboratory**: the Customer's laboratory at the location named in the Agreement.
- **Initial Delivery**: the installation and configuration of the Software at the Laboratory and the instruction of its Users, as described in article 3.
- **Delivery Date**: the day on which the Initial Delivery is completed or, if the Customer installs the Software itself, the day on which Qualimetric makes it available.
- **Licence Year**: a period of twelve months. The first Licence Year starts on the Delivery Date; each following one starts on the day after the end of the previous one.
- **Annual Fee**: the fee for each Licence Year after the first, as stated in the Agreement.
- **Remote Service**: the corrections, updates, new versions and remote assistance described in article 7.
- **Users**: the persons who work for the Customer at the Laboratory and use the Software.

- **Records**: the data that the Customer processes with the Software, such as instrument data, weighings, calibration models, recipes, results, certificates, audit trails and settings.

2. Scope of these terms

2.1 These terms apply to every delivery and every use of the Software, including previews and pilots (article 12).

2.2 These terms are part of the Agreement. Where they deviate from the General Terms and Conditions, these terms prevail for the Software. Where the quotation or another written agreement deviates from these terms, that agreement prevails.

2.3 By logging in to the Software, a User confirms on the Customer's behalf that the Customer has accepted these terms. The Customer sees to it that its Users comply with them.

2.4 These terms apply to business customers only.

3. Initial Delivery

3.1 Qualimetric installs the Software on a computer of the Laboratory, configures it for the instruments, balances, methods and users of the Laboratory as far as the Agreement provides, and instructs the Users in its use. Together this takes two working days, at the Laboratory or remotely as agreed in the quotation. Travel and accommodation costs are stated in the quotation.

3.2 Before the Initial Delivery the Customer provides a computer that meets the system requirements in the Documentation, with the access rights needed to install the Software, and internet access during the installation. The Customer also provides in time the information Qualimetric needs for the configuration, such as the details of its instruments and balances, components, methods and users and, for NexChrom, example data files of its chromatography data system.

3.3 Work beyond the two working days, such as further configuration, further instruction, migration of historical data or an extended stay, is carried out as a Service at the rates in the quotation.

3.4 The Initial Delivery is completed when the Software starts, the agreed configuration has been entered and the Users have received their instruction. The Customer confirms this in writing or by starting to use the Software for its work.

3.5 After the Initial Delivery the Software works without an internet connection. The only exception is the one-time download of the OCR model files of article 10.2.

4. Licence

4.1 For each Licence Year for which the fee has been paid, Qualimetric grants the Customer a non-exclusive, non-transferable right to install and use the Software at the Laboratory, within the limits of these terms.

4.2 The licence covers one production installation at the Laboratory, used by all Users of the Laboratory in a web browser on that computer or on computers in the Laboratory's own network, for all instruments, balances and samples of the Laboratory. There are no fees per User, per instrument or per calculation.

4.3 The Customer may keep one additional installation of the Software at the Laboratory for testing, training and the validation of updates. That installation is not used to produce results or certificates for the Customer's work.

4.4 Each other laboratory or location of the Customer needs a licence of its own.

4.5 The Customer may make back-up copies of the Software and of the Records.

4.6 The Customer and its Users may not: (a) make the Software available to third parties, by sublicensing, renting, lending, hosting or otherwise; (b) let third parties operate the Software, or operate it for them as a service bureau; (c) modify the Software, other than through the settings and configuration it offers; (d) use parts of the Software, such as its calculation components, outside the Software; (e) remove or alter notices of copyright, trademarks, version or confidentiality; (f) circumvent measures that control the use of the Software. The rights that the Customer has under the law as a lawful user of the Software are not affected.

4.7 The program files of the Software are readable. That gives the Customer no right beyond this article. The program files and the Documentation are confidential information of Qualimetric (General Terms and Conditions, article 16).

5. Results and Records

5.1 The results, certificates, reports and other output that the Customer produces with the Software are the Customer's. The Customer may use them in its business, including issuing certificates and reports to its own customers.

5.2 The Customer is responsible for the Records, for the results and certificates it issues and for the decisions it bases on them (General Terms and Conditions, article 11). The Software supports the Customer's procedures; it does not replace the Customer's checks, release decisions or quality system.

5.3 The Records stay on the Customer's systems. Qualimetric has no access to them, unless the Customer gives access for the Initial Delivery or the Remote Service.

6. Licence Years, Annual Fee and end of the licence

6.1 The first Licence Year is included in the price of the Initial Delivery. For each following Licence Year the Customer owes the Annual Fee, which covers the continued right of use and the Remote Service for that year.

6.2 Qualimetric invoices the Annual Fee before the start of the Licence Year. The licence for that year is granted on payment (General Terms and Conditions, article 6.3). Qualimetric may adjust the Annual Fee by written notice of three months (General Terms and Conditions, article 4.2).

6.3 Either party may end the licence at the end of a Licence Year by written notice at least two months before that end. Without such notice, and on payment of the Annual Fee, the licence continues for the next Licence Year.

6.4 If the Customer does not pay the Annual Fee within the period stated in a written reminder, the licence ends at the end of the last Licence Year paid for.

6.5 When the licence ends, the Customer stops using the Software to produce new results and certificates. The Customer keeps its Records and may keep the Software installed to consult and export existing Records for as long as its retention obligations require. Certificates issued before the end remain as they were issued.

6.6 Article 19 of the General Terms and Conditions applies to termination for other reasons.

7. Remote Service

7.1 During each Licence Year paid for, the Remote Service comprises:

- (a) correction of reproducible errors in the Software that the Customer reports in writing, with a workaround or a corrected version, in the order of their effect on the Customer's work;
- (b) the updates and new versions of the Software that Qualimetric releases, with release notes that say what has changed and what is needed to install them;

- (c) assistance by e-mail, telephone or screen sharing with setting up and operating the Software, during business hours in the Netherlands.

Qualimetric aims to respond within two working days.

7.2 Updates and new versions are installed by the Customer following the release notes, or remotely by Qualimetric as part of the Remote Service. The Customer decides when to install an update and checks it according to its own procedures before using it for its work (article 9). Qualimetric supports the current version and the one before it; help with older versions may be limited to advice to update.

7.3 Qualimetric informs the Customer of security vulnerabilities in the Software that affect the Customer and supplies corrections for them as part of the Remote Service. Vulnerabilities can be reported to info@qualimetric.nl.

7.4 The Remote Service does not include: visits to the Laboratory; instruction of new Users; development of methods, recipes or reports; validation work for the Customer; changes to the Software at the Customer's request; support of the Customer's computers, network, instruments or balances; and the recovery of Records lost through the Customer's systems. Qualimetric carries out such work as a Service at the rates in the quotation.

7.5 The Remote Service is an obligation of effort (General Terms and Conditions, articles 13.1 and 18).

8. Customer's responsibilities

8.1 The Customer provides and maintains the computer, operating system, browser, network, instruments and balances that the Software works with, as described in the Documentation, and keeps the operating system and its own software up to date.

8.2 The Customer makes back-ups of the Records and of the settings of the Software, and tests that they can be restored.

8.3 The Customer controls access to the computer on which the Software runs and to the network from which it is used. The Software identifies Users by name and role for its audit trail and certificates; access to the computer and the network is secured by the Customer's own measures. The Customer does not expose the web interface of the Software to networks outside the Laboratory.

8.4 The Customer keeps the Software and the Documentation confidential and uses them only for the Laboratory.

9. Validation and accreditation

9.1 Qualimetric supplies with the Software the Documentation that supports the Customer's validation: the user manual, the calculation specification, test plans and test reports, and the validation reports of the calculation components.

9.2 The Customer validates the Software in its own environment and for its own use before it uses the Software for its work, and again after updates as its quality system requires. The Customer remains responsible for compliance with ISO/IEC 17025, ISO 17034 and the other standards and accreditation requirements that apply to it.

9.3 Standards are mentioned in the Documentation to indicate what the Software is designed for. That does not mean that the Software or the Customer's results are certified, accredited or approved against those standards.

9.4 Qualimetric can assist the Customer with its validation, as a Service.

10. Data and connections

10.1 The Software runs on the Customer's own systems and sends no data to Qualimetric or to anyone else. E-mail notifications that the Customer sets up are sent through the mail server that the Customer configures.

10.2 For NexChrom, the recognition of text in scanned certificates (OCR) needs model files that are downloaded once, during the Initial Delivery or, if the Customer installs the Software itself, at the first use of the function. After that it works offline.

10.3 An Aura sensor connected to the Software is a Product under the General Terms and Conditions. Its readings are used as described in the Documentation.

11. Third-party components and materials

11.1 The Software contains open-source components. They are listed, with their licences, in the third-party notices supplied with the Software. Those licences apply to those components. Components under the GNU Lesser General Public License may be replaced by the Customer by other versions of the same component, as that licence provides.

11.2 The Software reads data files of chromatography data systems and balances of other manufacturers. Their names are trademarks of their owners and are used only to describe compatibility; Qualimetric is not affiliated with them. The Customer holds its own licences for those systems. The formats and versions supported are stated in the Documentation.

11.3 Standards of ISO, CEN, ASTM and other bodies are not part of the Software or of the delivery. The Customer obtains the standards it needs from their publishers. Values and formulae taken from standards and used in the Software remain subject to the copyright of their publishers.

11.4 Manuals of instrument manufacturers, standards, documents of other parties and the development material of Qualimetric are not part of the delivery, even where the Documentation refers to them.

12. Previews and pilots

12.1 Before the release of the Software, and in other cases agreed in writing, Qualimetric may make the Software available as a preview or for a pilot. A pilot licence is granted for the period and the purpose stated in the Agreement, with the Software as it is at that time and without the Remote Service, unless agreed otherwise.

12.2 During a pilot, results and certificates may not be issued to third parties unless agreed in writing (General Terms and Conditions, article 14). The Customer gives Qualimetric its feedback; Qualimetric may use it to improve the Software.

12.3 At the end of the pilot the Customer either enters into an Agreement for the Software, in which case the Initial Delivery is reduced to what is still needed, or stops using the Software. Article 6.5 applies to the Records.

13. Intellectual property and continuity

13.1 All intellectual property rights in the Software and the Documentation remain with Qualimetric or its licensors (General Terms and Conditions, article 15). The Customer obtains only the rights stated in these terms.

13.2 If Qualimetric permanently stops offering the Remote Service for the Software, the Customer's right to use the version last delivered to it continues at the Laboratory without Annual Fee, and the Customer may then

correct errors in that version for its own use. Qualimetric informs its customers in writing at least six months before such a decision takes effect.

13.3 Improvements that Qualimetric makes on the basis of the Customer's feedback or error reports belong to Qualimetric.

14. Fees

14.1 The quotation states the price of the Initial Delivery, including the first Licence Year; the Annual Fee; the rates for Services; and, where applicable, the prices of Products such as the Aura sensors. Prices exclude VAT (General Terms and Conditions, article 4).

14.2 A licence for an additional laboratory or location is quoted separately.

15. Other provisions

15.1 The Remote Service of article 7 replaces, for the Software, the correction period of article 8.5 of the General Terms and Conditions. Articles 8.6, 17 and 18 of the General Terms and Conditions apply to the Software.

15.2 Qualimetric may amend these terms for later Licence Years by written notice at least three months before the start of the Licence Year to which the amendment applies. If the Customer does not accept the amendment, it may end the licence at the end of the current Licence Year.

15.3 These terms and the Agreement are governed by the laws of the Netherlands. Disputes are settled as provided in article 22 of the General Terms and Conditions.