

Mobile Application End User Licence Agreement

This Mobile Application End User Licence Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Hitachi High-Tech Analytical Science UK, registered in England with company number 10707125 at Tubney Woods, Abingdon, Oxon OX13 5QX, England ("**the Company**"). This Agreement governs your use of the Company's LIVECONNECT mobile application software, the data supplied with the software, the associated media ("App") and all related documentation, (the "Documentation").

We license the use of the App to you on the basis of this Agreement and subject to the rules or policies applied by any appstore provider or operator from whose site, located at <https://hha.hitachi-hightech.com> ("Appstore"), the End User downloaded the App ("Appstore Rules"). The App is licensed, not sold, to you. The Company remains the owner of the App at all times.

BY DOWNLOADING, INSTALLING OR USING THE APP, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) ACKNOWLEDGE THAT YOU ARE ACTING ON BEHALF OF A BUSINESS AND HAVE OBTAINED PERMISSION FROM SUCH BUSINESS AND THE OWNERS OF THE MOBILE DEVICE THAT ARE CONTROLLED, BUT NOT OWNED BY YOU TO DOWNLOAD A COPY OF THE APP ONTO THE MOBILE DEVICE; (C) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (D) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD OR USE THE APP AND DELETE IT FROM YOUR MOBILE DEVICE. YOU SHOULD PRINT A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE. THE COMPANY MAY CHANGE THESE TERMS AT ANY TIME BY SENDING YOU AN SMS WITH DETAILS OF THE CHANGE OR NOTIFYING YOU OF A CHANGE WHEN YOU NEXT START THE APP. THE NEW TERMS MAY BE DISPLAYED ON-SCREEN AND YOU MAY BE REQUIRED TO READ AND ACCEPT THEM TO CONTINUE YOUR USE OF THE APP.

1. Licence Grant. In consideration of you agreeing to abide by the terms of this Agreement, the Company grants you a non-transferable, non-exclusive limited license to use the App and the Documentation on a Mobile Device subject to the terms of this Agreement, the Privacy Policy and the Appstore Rules, incorporated into this Agreement by reference. We reserve all other rights. . You may:

- (a) download, install, view and use the App for commercial use on a single mobile device owned or otherwise controlled by you ("**Mobile Device**") strictly in accordance with the Documentation.
- (b) use on such Mobile Device the Content and Services (as defined in Section 0) made available in or otherwise accessible through the App, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 0.

2. Licence Restrictions. You shall not:

- (a) copy the App or permit the App or any part of it be combined with, or become incorporated in, any other programs;
- (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the App;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the App or any part thereof or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the App with another software program; (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and (iii) is not used to create any software that is substantially similar to the App;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the App or Documentation;
- (e) rent, lease, lend, sell, sub-licence, assign, distribute, publish, transfer or otherwise make available the App or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the App.

3. Reservation of Rights. You acknowledge and agree that the App and Documentation is provided under licence, and not sold, to you. You do not acquire any ownership interest in the App or the Documentation under this Agreement, or any other rights thereto other than to use the App and Documentation in accordance with the licence granted, and subject to all terms, conditions and restrictions, under this Agreement. The Company and its licensors and service providers reserve[s] and shall retain their entire right, title and interest in and to the App and the Documentation, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

Collection and Use of Your Information. You acknowledge that when you download, install or use the App, the Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the App or certain of its features or functionality. All information we collect through or in connection with this App is subject to our Mobile Application Privacy Policy located

at <https://hha.hitachi-hightech.com/privacy-policy-mobile-app>. By downloading, installing, using and providing information to or through this App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Content and Services. The App may provide you with access to the Company's website located at <https://hha.hitachi-hightech.com> (the "**Website**") and products and services accessible thereon, and certain features, functionality and content accessible on or through the App may be hosted on the Website (collectively, "**Content and Services**"). Your access to and use of such Content and Services are governed by Website's Terms of Use and Privacy Policy located at <https://hha.hitachi-hightech.com/terms-and-conditions> and <https://hha.hitachi-hightech.com/privacy-policy>, which are incorporated herein by this reference. Your access to and use of such Content and Services may require you to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website and your failure to do so may restrict you from accessing or using certain of the App's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

4. Acceptable Use Restrictions You must:

- (a) not use the App, Documentation and Content and Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, Documentation, Content and Services or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App, Documentation and Content and Services, including the submission of any material to the extent that such use is not licensed by this Agreement;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App, Documentation and Content and Services;
- (d) not use the App, Documentation and Content and Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from our servers.

5. Updates. The Company may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- (a) the App will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

6. Third Party Materials. The App may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third Party Materials**"). You acknowledge and agree that the Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

7. Term and Termination.

- (a) The term of this Agreement commences when you install the App and will continue in effect until terminated by you or the Company as set forth in this Section 7.
- (b) You may terminate this Agreement by deleting the App, Documentation and all copies thereof from your Mobile Device.
- (c) The Company may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the receiving written notice requiring you to do so.
- (d) Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate; and
 - (ii) you must immediately cease all use of the App and immediately delete the App from your Mobile Device and certify to the Company that you have done so.
- (e) Termination will not limit any of the Company's rights or remedies at law or in equity.

10. Disclaimer of Warranties. The App is provided to you "AS IS" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the

Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers expressly disclaim all warranties whether express, implied, statutory or otherwise, with respect to the App and Documentation, including all implied warranties of merchantability, fitness for purpose, non-infringement and warranties that may arise out of course of dealing, course of performance, usages or trade practice, Without limitation to the foregoing the Company provides no warranty or undertaking, and makes no representation of any kind that the App or Documentation will meet your requirements, achieve any intended results or, be compatible or work with any other software, application, systems of services, operate without interruption, meet any performance or reliability standard or be error free or that any errors or defect can or will be corrected..

11. Limitation of Liability. You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the documents meet your requirements.

(a) The Company shall have no liability to you for any loss of profit, revenue, benefit, anticipated savings or good will, loss of use of any asset, loss of data, business interruption, loss of business opportunity or any indirect, special, consequential or punitive losses and/or damages.

(b) The Company's maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the price of any defective App. This does not apply to the types of loss set out in Section 11.c.

(c) Nothing in this Agreement shall limit or exclude our liability for:

- (i) death or personal injury resulting from our negligence;
- (ii) fraud or fraudulent misrepresentation; and
- (iii) any other liability that cannot be excluded or limited by English law.

12. Indemnification. You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the App, Documentation, Content or Services or your breach of this Agreement. Furthermore, you agree that the Company assumes no responsibility for the content you submit or make available through this App.

13. Export Regulation. You shall comply with all technology control or export laws and regulations that apply to the technology used or supported by the App. You shall not, directly or indirectly, export, re-export or release the App or Documents to, or make the App or Documents accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable supra-national laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export licence or

other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the App or Documentation available outside the UK.

14. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

15. Governing Law. This Agreement, its subject matter and its formation are governed by English law. You and the Company both agree that the courts of England and Wales will have exclusive jurisdiction.

17. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and the Company with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

19. Assignment. This Agreement is personal to you and you shall not assign, transfer or deal in any other manner with any of its right and obligations under this Agreement without the Company's prior written permission. The Company shall have the right in its absolute discretion to assign, transfer or deal in any manner with any of its rights and obligations under this Agreement.