

CHEMELEX END USER LICENSE AGREEMENT

THIS IS AN END USER LICENSE AGREEMENT (THIS "AGREEMENT") MADE BY AND BETWEEN YOU AND Chemelex LLC. ("Chemelex") CONCERNING YOUR USE OF THIS APPLICATION (THE "SOFTWARE"). PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SOFTWARE, AND YOU MUST UNINSTALL THE SOFTWARE FROM ANY DEVICE OWNED OR CONTROLLED BY YOU.

Your purchase and use of any product (the "Product") which is monitored or controlled by the Software in any manner is governed by Chemelex limited warranty, the terms of which are provided with such Product. This Agreement does not govern your purchase of the Product.

1. License. Subject to your compliance in all material respects with the terms and conditions of this Agreement, and the Usage Rules set forth in the iTunes App Store Terms of Service, Chemelex grants you a restricted, nonexclusive, non-transferable, revocable license to install and use the Software in machine executable object code form only on one or more personal mobile devices using the mobile operating system, which are owned and controlled by you, such license being granted solely for personal, non-commercial purposes.

2. Restrictions. You may not:

- (a) use, copy, print, modify, adapt, create derivative works from, market, deliver, rent, lease, sublicense, make, have made, assign, pledge, transfer, sell, offer to sell, import, reproduce, distribute, publicly perform, publicly display or otherwise grant rights to the Software, or any copy thereof, in whole or in part, except as expressly permitted under this Agreement;
- (b) reverse engineer, disassemble, decompile or translate the Software, or otherwise attempt to derive the source code, structural framework or the data records of the Software, or authorize any third party to do any of the foregoing;
- (c) access the Software for purposes of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Software;
- (d) loan, resell or distribute the Software, or any part thereof, in any way; or
- (e) use the Software in any way that does not comply with all applicable laws and regulations.

3. Ownership. Chemelex or its licensors and suppliers own all rights, title and interest in the Software (including, but not limited, to all copyrights, patents, patent applications, trade secrets, trademarks, source code, text and any images, photographs, icons, graphics, animations, video, audio, music, and all other materials incorporated within the Software), and the Software is protected by international copyright and other intellectual property laws and treaties. The Software is licensed, not sold, to you for use only under the terms and conditions of this Agreement, Chemelex reserves all rights not expressly granted to you.

4.

(a) **NO WARRANTY.** YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEMELEX AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MANDATARIES, PARTNERS AND LICENSORS (COLLECTIVELY, "Chemelex PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Chemelex PARTIES MAKE NO WARRANTY AND PROVIDE NO CONDITIONS THAT:

(i) THE SOFTWARE WILL MEET YOUR REQUIREMENTS;
(ii) ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
(iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE, OR
(iv) THE SOFTWARE DOES NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

(b) LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE Chemelex PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LOSS OF PROFIT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE Chemelex PARTIES OR ANY OF THEM HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT SHALL CHEMELEX TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO Chemelex FOR USE OF THE SOFTWARE.

5. Indemnification. You agree to indemnify and hold the Chemelex Parties harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable legal fees and disbursements, resulting from or arising out of your:

- (a) use of the Software;
- (b) violation of this Agreement or any law or regulation; or
- (c) violation of any rights of another party.

6. Termination. This Agreement is effective until terminated by you or Chemelex. Your rights under this Agreement shall terminate automatically without notice from Chemelex if you violate any of the terms of this Agreement. Upon termination of this Agreement, all rights granted to you under this Agreement shall immediately terminate, but all other provisions shall survive termination.

7. Changes to Software. Chemelex reserves the right to modify or discontinue, temporarily or permanently, the Software or any product or service to which it connects, with or without notice and without liability to you. Chemelex may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software or related services ("Updates"). Chemelex may further develop Updates that require installation by you before you continue to use an Application or related services.

8. General. This Agreement constitutes the entire agreement between you and Chemelex concerning your access to and use of the Software. It supersedes any prior or contemporaneous agreements between you and Chemelex with respect to such subject matter. This Agreement may not be amended except in a writing executed by an authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. You may not assign any of your rights or obligations under this agreement to another party without the express written consent of Chemelex. The failure of Chemelex to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. The parties acknowledge that this Agreement is concluded between you and Chemelex only, and not with Apple, and Apple is not responsible for the Software and the Contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software. Chemelex, not Apple, is responsible for addressing any claims from you or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to, product liability claims, any claim that the Software fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and

Apple's subsidiaries are third-party beneficiaries of this Agreement, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary hereof. Chemelex, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to the Software.

Chemelex. Belgium nv Romeinsestraat 14 B-3001 Leuven Belgium E-mail: info@chemelex.com