General Terms and Conditions of nNano AG for Warranty Extension, Support and Maintenance

1. SCOPE OF APPLICATION

1.1. These General Terms and Conditions (the "GTC") shall apply to warranty extension, support and maintenance services on Products of Fritz Gyger AG, Switzerland, by nNano AG, which has its registered office at Gwatt (Thun), Switzerland ("nNano") as well as to all other related acts and omissions of nNano, unless explicitly agreed otherwise in writing by nNano and the Customer (each a "Party" and together the "Parties"). Products as referred to in these GTC also include parts of Products such as software and hardware components, spare parts and consumables. nNano has all rights required in order to provide the services under these GTC to its customers.

1.2. All sales or deliveries of Products by nNano to the Customer shall be governed by the General Terms and Conditions for Sale and Delivery of nNano (the "GTC of Sale and Delivery").

2. QUOTES AND SERVICE CONTRACTS

2.1. Unless otherwise stipulated in nNano's quote for Products (the "Quote"), the Quote will be valid for 30 days from the date of the Quote and will expire thereafter without further notice.

2.2. If the Customer notifies nNano in writing within the 30-day period set out in Section 2.1 above that the Quote is acceptable to the Customer, nNano will provide the Customer with a service contract based on the Quote which shall, if signed by both Parties, constitute a binding service contract between the Parties (the "Service Contract").

2.3. These GTC, nNano's official price list (the "Price List") and, if applicable, the data processing agreement referred to in the Service Contract (the "Data Processing Agreement"), shall form integral parts of the Service Contract.

2.4. In the event of contradictions between the various components of the Service Contract, the following order of precedence shall apply: (1.) The Service Contract without the GTC, the Price List and the Data Processing Agreement, (2.) these GTC, (3.) the Price List and (4.) the Data Processing Agreement, unless explicitly agreed otherwise between the Parties in writing. Notwithstanding the preceding sentence, Sections 5, 6, 11 and 14. of these GTC will always take precedence over all other provisions of the Service Contract.

2.5. Each Party warrants that it has all the necessary powers and authorizations to enter into the Service Contract and that the conclusion of the Service Contract does not breach any law or agreement by which it is bound.

2.6. The Service Contract constitutes the entire legal relationship between the Parties in relation to the extended warranty, the support and maintenance services to be provided by nNano with regard to the concerned Products and all rights and obligations, acts and omissions of the Parties in this respect. It shall fully replace the Quote. Any agreements that differ from the Service Contract must be made in writing, and the Customer's General Terms and Conditions shall only be binding on nNano if nNano has expressly accepted them in writing.

2.7. The Parties may conclude multiple Service Contracts for several Products. The validity of each individual Service Contract is independent of any other Service Contracts.

3. SERVICES

3.1. The scope and content of the services to be provided by nNano for the warranty extension, support and maintenance of the Products concerned are set out in the applicable Service Contract (the "Services").

3.2. Any change to the agreed Services requested by the Customer must be agreed between the Parties in writing. nNano has no obligation to comply with a change requested by the Customer.

3.3. In the event of a problem with one or more Products covered by the Service Contract (the "Incident"), the Customer shall be entitled to send a corresponding request to nNano in accordance with the provisions of the Service Contract (the "Request"). Unless otherwise agreed in the applicable Service Contract, Requests must be sent by the Customer to the telephone number or e-mail address defined by nNano. Otherwise, nNano is not obliged to answer the Request. If the Customer wishes Requests to be handled by a third-party provider commissioned by the Customer, this must be agreed in the Service Contract or approved in advance and in writing by nNano. In addition, the Customer must provide nNano with the details of the third-party provider's contact person in advance and in writing. Otherwise, nNano is not obliged to respond to the Request.

3.4. The Request must relate to problems with the Product covered by the corresponding Service Contract, including hardware or software components. nNano is not obliged to respond to Requests relating to other products or areas, in particular concerning products, hardware or software from third-party companies. Alternatively, nNano may invoice the Customer additional charges for the associated expenses incurred by nNano in accordance with the applicable Price List.

3.5. Requests are processed by nNano from Monday to Friday from 8.00 – 12.00 and 13.15 – 17.00 (the "Service Hours"). Official public holidays in the Canton of Berne and other days on which nNano employees do not work are excluded from the Service Hours. The applicable Service Contract may specify different Service Hours.

3.6. Upon receipt of a Request from the Customer, nNano shall process the Request during the Service Hours and within the applicable response time in accordance with the Service Contract applicable to the Product concerned.

3.7. The relevant response time begins upon confirmation of receipt of the Request by nNano. Further provisions are set out in the applicable Service Contract.

3.8. Services are provided at the discretion of nNano by e-mail, telephone, remote access or other means. The Customer is obliged to provide nNano with remote access if required. In this case, the Customer shall grant nNano's support personnel the right to access the Customer's data insofar as this is necessary for the provision of the required Services at the sole discretion of the support personnel. It also ensures that the relevant Services of nNano do not breach applicable law (in particular data protection law).

3.9. The Service Contract applicable to the Product concerned determines whether and to what extent the Services and any associated costs such as travel and accommodation costs incurred by nNano are already covered by the Service Fees or result in Additional Fees.

3.10. If the number of Requests from the Customer in a calendar month exceeds the maximum figure agreed in the applicable Service Contract, nNano shall be entitled to charge the Customer for each additional Request in accordance with the applicable Price List, unless the Request was caused by an error or defect for which nNano is responsible. If no maximum number of Requests has been agreed between the Parties in the Service Contract, more than five Requests per calendar year will result in additional fees. This also applies in cases in which the Customer's Requests result in costs for nNano that exceed ten hours per Product and per calendar year.

3.11. The Customer is provided with newsletters from time to time and has access to up-to-date documentation relating to the relevant Products. nNano shall determine the content and scope of the documentation at its own discretion.

3.12. nNano shall carry out annual preventive maintenance on site for the Products covered by the Service Contract, insofar as this is provided for in the applicable Service Contract or is requested by the Customer. This is to ensure that errors and other problems can be avoided as far as possible. The scope and content of preventive maintenance shall be determined at the discretion of nNano. Whether or not the corresponding Services of nNano are covered by the Service Fees is determined by the applicable Service Contract. Notwithstanding the above provisions, however, no Product repairs are covered by nNano's preventive maintenance work and must be paid for additionally by the Customer, unless explicitly otherwise provided in the applicable Service Contract.

3.13. The applicable Service Contract may state that the Customer will receive an extension of the applicable warranty for one or several specific Products. However, an extension of this kind will expire at the latest ten years after delivery of the corresponding Product, irrespective of any provisions to the contrary in the Service Contract. In addition, an extension of the warranty beyond five years after the delivery of the corresponding Product requires annual extensions to the duration of the warranty with an extension period of a maximum of 12 months in each case. Generally, an extension of this kind will be granted by nNano in cases where the Customer has had the relevant Product serviced and maintained by nNano without interruption for the entire period from the date of commissioning. nNano decides at its own discretion whether to grant each 12-month extension.

3.14. The applicable Service Contract may specify that the Customer is provided with a replacement Product for free in case a Product is in the context of warranty services not available to the Customer for more than two weeks, provided that in such cases the Customer shall enter into an additional lending agreement between the Parties governing the concerned Product. Moreover, the applicable Service Contract may state that rental Products should be made available to the Customer on advantageous terms. The rental of Products is governed by separate terms and conditions.

3.15. nNano shall provide the Customer with updates concerning the software and firmware contained in the Products from time to time and shall inform the Customer accordingly via software release notes. nNano shall offer the Customer assistance with the installation of updates and shall provide training in relation to new features or other changes. The applicable Service Contract determines whether and to what extent these Services of nNano are to be paid for additionally by the Customer.

3.16. nNano reserves the right not to provide Services or to charge the Customer additional fees for these Services if:

- the Product concerned has been modified by the Customer or a third party without the prior consent of nNano;
- the Product has been damaged as a result of an attempt by the Customer or a third party to carry out modifications or to remedy defects without the prior consent of nNano;
- the problem was caused by third-party software or hardware, by negligence on the part of the Customer or a third party, or by other circumstances beyond nNano's control;
- the Customer has not duly paid all service fees due at the time when nNano was to provide Services, i.e. in particular if nNano invoices have not yet been paid.

3.17. The Services may be temporarily unavailable from time to time due to maintenance work or for other reasons beyond nNano's reasonable control. nNano shall make reasonable efforts to inform the Customer of any planned unavailability of the Services.

3.18. nNano shall be entitled to engage third parties to provide the Services under the Service Contract without requiring the Customer's consent. Upon request, nNano shall inform the Customer of any third parties involved and shall ensure that such third parties enter into a

confidentiality agreement with similar provisions as set out in Section 11 below and, if required by applicable law, an appropriate data processing agreement in accordance with applicable law, insofar as these third parties process the personal data of the Customer.

4. PRICES AND PAYMENT

4.1. Unless otherwise expressly agreed in writing, the prices listed in the Service Contract for the provision of Services (the "Service Fees") are in Swiss francs (CHF). The Service Fees are specified individually for each Product in the Service Agreement.

4.2. Any Services provided by nNano at the Customer's request in connection with products that are not explicitly covered by the Service Fees under the terms of this Service Contract shall be payable by the Customer in addition to the Service Fees (the "Additional Fee"). An Additional Fee may be incurred, for example, due to activities carried out by nNano in the event of a warranty exclusion or additional installation or training services. It shall be charged on a time and material basis unless otherwise agreed in writing between the Parties. The hourly rates for Services and costs of materials are based on the applicable nNano Price List.

4.3. Section 4.2 above shall also apply if no prices are stated in the corresponding Service Contract for a service.

4.4. The Service Fees and the Additional Fees do not include any customs, shipping and insurance costs, VAT, sales tax or other taxes. If owed, these sums must be paid additionally by the Customer.

4.5. The Service Fees are due twelve months in advance. The Additional Fees are due upon conclusion of the corresponding Services, subject to any deviating agreement in the applicable Service Contract.

4.6. The Service Fees and the Additional Fees are due for payment in full and without deductions within 30 days of the invoice date. After expiry of this payment deadline, the Customer shall automatically be in default without any further reminder and shall be liable to pay default interest at a rate of five percent per annum. Furthermore, following a written warning of at least 30 days, nNano shall be entitled to suspend all Services owed under the Service Contract and other contracts between the Parties relating to Products until nNano's invoices have been settled in full. nNano reserves all further statutory rights in the event of a payment default.

4.7. The Customer shall have no right to offset payments unless their claim has been expressly acknowledged in writing by nNano or has been established in a final judgment by the competent court. The Customer shall not have the right to assign claims to third parties without the written consent of nNano.

4.8. Unless otherwise specified in the Service Contract, all fees under this Service Contract are non-refundable and there shall be no reimbursements or credits for unused periods.

5. WARRANTY AND EXTENDED WARRANTY

5.1. nNano warrants that the support Services shall be provided with due care, skill and expertise and in accordance with applicable laws and regulations.

5.2. nNano's warranties and their duration with regard to Product defects are governed by the General Terms and Conditions for Sale and Delivery. The relevant Service Contract may specify an extended warranty period for defined Products. In such a case, the warranties and remedies of the relevant General Terms and Conditions for Sale and Delivery shall be applicable to the defined Product for the extended warranty period.

5.3. The Customer's remedies in the event of a breach of warranty by nNano shall be limited to damages within the scope of the limitations of liability under the Service Contract and to extraordinary termination if the necessary conditions set out in the Service Contract are met.

5.4. The above provisions of Section 5 conclusively define nNano's warranties and the Customer's rights in the event of any breaches thereof. All further warranties, in particular any existing statutory warranties, as well as the corresponding rights and legal remedies of the Customer, are hereby explicitly excluded.

5.5. In particular, all warranties by nNano in connection with the legal and regulatory conformity of the Products are excluded, unless explicitly stipulated otherwise in the corresponding Service Contract. The Customer alone is responsible and liable for ensuring that use of the Products in the specific area of application and territory complies with the statutory regulations.

6. LIABILITY

6.1. nNano shall only be liable to the Customer in connection with the Service Contract for damage caused intentionally or by gross negligence. nNano shall not be liable for auxiliary persons. Any further liability for damages in connection with the Service Contract is excluded to the extent permitted by law. This exclusion of liability applies irrespective of the legal grounds on which the claims are asserted. In particular, it is also applicable to warranties and guarantees.

6.2. The Customer must take all reasonable measures to avert damage and minimize the amount of damage.

6.3. nNano shall not be liable for defects for which it is not responsible, in particular for defects resulting from the following conduct by the Customer: unauthorized or improper use of Products, failure to observe the operating instructions, modification of the Products, incorrect commissioning, incorrect handling, incorrect installation, use of unsuitable accessories or unsuitable spare parts (including software, devices or reagents) and improper repairs. nNano shall not be liable for normal wear and tear unless specifically otherwise provided in the applicable Service Contract. Furthermore, nNano shall not be liable if the Products or parts of the Products are used with instruments or software not supplied by nNano.

7. INTENDED USE AND LIABILITY OF THE CUSTOMER

7.1. The Products, including any software included therein, may only be operated or used by the Customer in accordance with the purposes, specifications and areas of application set out in the product description issued by nNano (the "Intended Purpose"). Unless specifically agreed in writing, the Products may not be modified or combined with other products or components.

7.2. Notwithstanding the generality of Section 7.1 above, the Customer acknowledges and agrees that it (i) shall not use the Products in the field of coatings for wearable optics (the "Field"), (ii) shall not be provided with services by nNano in the Field, and (iii) shall not use Products or Services provided by nNano outside the Field intending to operate within the Field.

7.3. Any violation of any of Sections 7.1 and 7.2 above shall void any and all warranties of nNano with respect to the relevant Product and shall entitle nNano to terminate any or all agreements between the Parties with immediate effect.

8. COMPLIANCE WITH REGULATORY REQUIREMENTS BY THE CUSTOMER

8.1. The Customer undertakes to operate, use, maintain and service the Products exclusively in accordance with the applicable legal and regulatory provisions and in accordance with the specifications of the nNano operating instructions enclosed with the Products. In particular, the Customer must report all incidents, near-incidents and recalls to the competent authorities in accordance with the applicable legal provisions, and must provide nNano with a copy of the report immediately after its submission.

8.2. Without prejudice to the Customer's reporting obligations imposed by law, the Customer must always inform nNano in writing of any incident of which it becomes aware, as defined below: malfunction, failure or alteration of the characteristics or performance or inadequacy of the labeling or operating instructions of a Product, especially if this has or could have serious consequences. Such incidents must be reported to nNano immediately after the Customer becomes aware of them, and within three working days at the latest.

8.3. The Customer must ensure that product support and maintenance work is carried out exclusively by qualified specialists. At nNano's request, the Customer must provide nNano with all relevant maintenance documents.

8.4. If the Customer breaches statutory or regulatory provisions when operating or using the Products, the Customer shall be obliged to indemnify nNano against all damages, losses, claims and costs resulting from the aforementioned breach of duty.

9. CONTRACT TERM AND TERMINATION

9.1. The Service Contract shall enter into force on the start date defined in the Service Contract (the "Start Date"). It shall remain valid until it is terminated by one of the Parties in accordance with the following provisions.

9.2. The Service Contract shall remain in force for twelve months (the "Initial Term") and for subsequent extension periods of a further twelve months each (the "Extension Periods") unless the Service Contract is terminated by either Party at least three months prior to the expiry of the Initial Term or the relevant Extension Period. The Initial Term and the Extension Period are automatically extended unless the Service Contract is terminated. A different Initial Term or Extension Period can be specified in the relevant Service Contract.

9.3. Notwithstanding the foregoing provisions, either Party may terminate the Service Contract at any time with immediate effect if the following events affect the other Party:

- bankruptcy or similar events, such as the appointment of an administrator, liquidator or other representative with similar powers;
- the cessation of business operations, winding up or liquidation of the other Party, except for the purpose of reorganizing the company; or
- if the other Party breaches material obligations under the Service Contract and has not remedied this breach within 30 days of receiving written notification from the other Party. Failure to pay Service Fees or Additional Fees on time shall always be considered a material breach in this respect.

9.4. Termination of any kind in accordance with the Service Contract must be notified in writing to be valid.

9.5. Upon termination of the Service Contract, nNano shall no longer be obliged to provide any services under the relevant Service Contract, and all Service Fees and Additional Fees shall become due and payable immediately. In addition, each Party must immediately destroy any confidential information provided by the other Party.

9.6. The Customer hereby acknowledges and agrees that nNano is not obliged to retain any data provided by the Customer and that such data may be irretrievably deleted and destroyed by nNano within 30 days of termination of the Service Contract.

9.7. Termination of the Service Contract shall not release either Party from their respective obligations to the other Party that arose prior to the

effective date of termination. All provisions of the Service Contract which by their nature should survive the termination or expiration of the Service Contract shall remain in force, including, but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers and limitations of liability.

10. INTELLECTUAL PROPERTY

10.1. All rights to the Products, the related documents and the work results created by nNano under the Service Contract are and shall remain the sole property of nNano. This also applies in particular to the software contained in the Products. In accordance with the Service Contract, no ownership rights shall be transferred to the Customer.

10.2. The rights to all suggestions, enhancement requests, feedback, recommendations or other information communicated by the Customer with respect to the Service Contract or the Products shall be owned by nNano, and the Customer hereby makes all assignments and takes all reasonable actions necessary to fulfill the foregoing ownership rights.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1. "Confidential Information" within the meaning of the Service Contract shall refer to all information which one Party (the "Disclosing Party") provides or has already provided to the other Party (the "Receiving Party"), provided that this information has been marked as "confidential" in a clearly visible place. Without this marking, the information provided is never Confidential Information, unless otherwise stipulated in the Service Contract. Confidential Information may, for example, take the form of data, figures, documents, samples, drawings, plans, business intentions, Customer names, problems or solutions to problems that have been made accessible. Notwithstanding the foregoing provisions, Quotes issued by nNano, the Service Contract and related documents shall always be deemed Confidential Information of nNano.

11.2. Information shall not be regarded as Confidential Information

- if it was or is already generally known at the time of communication due to circumstances that did not constitute a breach of Section 11 of these GTC or of a confidentiality agreement with a third party;
- if the Receiving Party already knew the information before it was disclosed to it by the Disclosing Party;
- if the Receiving Party obtained the information independently without using Confidential Information of the Disclosing Party to do so; or
- if the Disclosing Party had agreed to disclose the information to third parties in advance and in writing.

11.3. The Receiving Party undertakes to treat the Confidential Information as confidential.

11.4. The confidentiality obligations pursuant to Section 11 of these GTC shall apply for a period of five years after termination of the corresponding Service Contract.

11.5. The Parties may conclude a confidentiality agreement that goes beyond and is more detailed than Section 11 of these GTC. Its validity requires the written form.

11.6. Each Party is obliged to comply with all applicable legal provisions on data protection. Details of the use of the Customer's personal data by nNano are governed by the Mandate for data processing, if applicable.

12. FORCE MAJEURE

12.1. Events beyond nNano's control and for which nNano is not responsible, such as force majeure, war, natural disasters, strikes, lockouts, pandemics, official measures, delays or other problems at suppliers or similar events, shall in any case release nNano from its obligation to deliver or perform on time for the duration of such events.

12.2. Deadlines which have been agreed upon as binding shall be extended by the duration of the disruption. If the disruption lasts longer than two months, either Party is entitled to terminate the corresponding Service Contract with immediate effect. Claims for damages by the Customer are excluded in all cases.

13. CONTRACT AMENDMENTS

13.1. nNano shall inform the Customer of any amendments to the Service Contract with a notice period of at least four weeks. The Customer has the right to object to the change within 10 days of receipt of the corresponding notification. If the Customer does not object in due time, the amendment shall be deemed accepted and shall become effective. If the Customer objects to the amendment in due time, nNano may, at its discretion, continue the Service Contract in line with the original terms and conditions, or terminate it with effect from the date on which the amendment to the Service Contract was to take effect.

13.2. Section 13.1 above also applies with regard to fees. However, nNano may unilaterally adjust the fees without observing Section 13.1 above, provided that the fees are not increased by more than 10% per calendar year.

13.3. nNano may change the characteristics and functionalities of the Products (including software) and the Services owed under the Service Contract at any time and at its own discretion without having to comply with Section 13.1 above, provided that the functionalities of the Products concerned and the Services to be provided are not significantly impaired as a result and that the change does not result in an increase in fees.

14. MISCELLANEOUS

14.1. The requirement for the written form within the meaning of the Service Contract also includes e-mails.

14.2. Should one or more of the provisions of the Service Contract be or become void or ineffective, this shall not affect the remaining parts of the Service Contract. In the event that a clause is invalid or ineffective, it shall be replaced by a clause that comes closest to the economic purpose of the invalid provision.

14.3. nNano shall be entitled to assign the Service Contract and the rights and obligations contained therein or parts thereof in whole or in part without the Customer's prior written consent.

14.4. The failure or omission of nNano to enforce any of the provisions of the Service Contract shall not be construed or deemed to be a waiver of nNano's rights, nor shall it affect the validity of the entire Service Contract or any part thereof. It in no way affects the rights of nNano to take subsequent measures.

14.5. Titles in the Service Contract serve only as a general guide and do not conclusively define the scope of the provisions. Any translations of these GTC or other parts of the Service Contract are intended solely as a reading aid. In the event of disputes or questions of interpretation, only the English version shall be used.

14.6. All contractual relationships between the Parties concerning the Service Contract are subject to Swiss substantive law, excluding the conflict of laws rules and international agreements, in particular the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980).

14.7. The exclusive place of jurisdiction for all legal disputes arising from contractual relationships between the Parties or otherwise in connection with the Service Contract shall be Gwatt (Thun), Switzerland. Notwithstanding the preceding sentence, nNano shall also be entitled to sue the Customer at the Customer's place of business.

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