TERMS OF SERVICE
AND SOFTWARE LICENSE AGREEMENT

(PUBLIC OFFER)
Last updated: 04.04.2026

These Terms of Service and Software License Agreement ("Terms") constitute a legally binding agreement between you ("User", "you") and **OptiLayer GmbH** ("Company", "we", "us", or "our") governing your access to and use of the OptiLayer AI service available at www.optilayer.com (the "Service") and the software products **OptiLayer**, **OptiChar**, and **OptiRE** (collectively, the "Software").

By accessing or using the Service or the Software, you agree to be bound by these Terms. If you do not agree, you must not use the Service or the Software.

PART I — TERMS OF SERVICE (OptiLayer AI)

1. Description of the Service

The Service provides an artificial intelligence (AI)-assisted system for the design, analysis, and optimization of multilayer optical coatings. The Service integrates computational physics models and third-party AI systems to generate design suggestions, simulations, and analytical outputs.

The Service is intended for research, engineering assistance, and informational purposes only.

2. Beta Status

The Service may be provided in beta or experimental form. You acknowledge that:

- the Service may contain bugs, errors, or incomplete features;
- functionality may change without notice;
- outputs may be inaccurate or unreliable.

Use of the Service is at your own risk.

3. AI and Computational Disclaimer

The Service utilizes artificial intelligence and numerical simulation tools. You acknowledge and agree that:

- outputs are generated algorithmically and may contain errors, inconsistencies, or approximations;
- results are not guaranteed to be accurate, complete, or suitable for any specific purpose;
- identical inputs may produce different outputs;
- AI-generated responses may be incomplete or incorrect.

The Service does not provide professional, engineering, or manufacturing certification.

4. Engineering and Manufacturing Disclaimer

The Service is not a substitute for professional optical design validation, experimental verification, or manufacturing qualification.

You are solely responsible for:

- validating all designs and calculations;
- verifying suitability for fabrication and real-world use;
- ensuring compliance with applicable technical standards.

The Company shall not be liable for any losses, damages, or defects arising from the use of generated designs in production or engineering workflows.

5. User Responsibilities

You agree to:

- use the Service only for lawful purposes;
- provide accurate and complete inputs;
- independently verify all outputs before relying on them;
- not use the Service in safety-critical or high-risk applications without independent validation.

6. User Data and Inputs

You retain ownership of any data, inputs, or designs submitted to the Service ("User Content").

By using the Service, you grant the Company a non-exclusive, worldwide, royalty-free license to:

- process User Content for the purpose of providing the Service;
- improve system performance and reliability (unless otherwise agreed).

7. Third-Party Services

The Service may rely on third-party providers, including AI model providers and cloud infrastructure.

By using the Service, you acknowledge that:

- your inputs and data may be transmitted to such third-party services;
- such services are governed by their own terms and privacy policies;
- the Company is not responsible for the performance or availability of third-party systems.

8. Intellectual Property

All rights, title, and interest in and to the Service (excluding User Content) remain the exclusive property of the Company.

You may not:

- copy, modify, or reverse engineer the Service;
- attempt to extract source code or underlying models;
- use the Service to develop competing systems.

9. Usage Restrictions

You agree not to:

- misuse, overload, or disrupt the Service;
- attempt unauthorized access;
- use automated systems to access the Service without permission;
- use the Service for unlawful or harmful activities.

10. Limitation of Liability

To the maximum extent permitted by law:

- the Service is provided "as is" and "as available";
- the Company makes no warranties of any kind;
- the Company shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of data, profits, or business opportunities.

In no event shall the Company's total liability exceed the amount paid by you (if any) for use of the Service.

11. Indemnification

You agree to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from:

- your use of the Service;
- your reliance on generated outputs;
- your violation of these Terms.

12. Termination

The Company may suspend or terminate your access to the Service at any time, with or without notice, including in cases of misuse or violation of these Terms.

13. Modifications

The Company reserves the right to modify these Terms at any time. Continued use of the Service constitutes acceptance of the updated Terms.

PART II — SOFTWARE LICENSE AGREEMENT

OptiLayer, OptiChar, OptiRE

This Part II governs the licensing and use of the desktop software products **OptiLayer** (thin-film design and optimization), **OptiChar** (optical characterization), and **OptiRE** (reverse engineering of coatings), each developed and owned by OptiLayer GmbH.

14. Definitions

- **"Software"** means the OptiLayer, OptiChar, and/or OptiRE computer programs, including all updates, patches, modules, add-ons, documentation, and associated files provided by the Company.
- **"License Key"** means the unique activation code or hardware dongle provided to the User to enable use of the Software.
- **"Authorized User"** means the individual or entity to whom the License Key has been lawfully issued.
- **"License Term"** means the period during which the User is authorized to use the Software, as specified in the applicable order or invoice.

15. Grant of License

Subject to payment of applicable fees and compliance with these Terms, the Company grants the Authorized User a **non-exclusive, non-transferable, revocable, limited license** to install and use the Software on the number of computers specified in the applicable order, solely for the User's internal business, research, or educational purposes.

The license does not constitute a sale of the Software. All rights not expressly granted are reserved by the Company.

15.1 License Types

- **Single-User License** — permits installation and use on one (1) designated computer by one (1) Authorized User.
- **Multi-User / Site License** — permits installation on the number of computers specified in the order, within one physical location or organization.
- **Floating (Network) License** — permits concurrent use by the number of users specified in the order, managed via a license server.
- **Academic License** — issued at a reduced fee for educational or non-commercial research use only; may not be used for commercial projects.
- **Trial / Evaluation License** — issued for a limited period for evaluation purposes; may not be used for production or commercial work.

15.2 License Restrictions

The User shall not:

- sublicense, rent, lease, lend, sell, or otherwise transfer the Software or License Key to any third party;
- copy or duplicate the Software except for a single backup copy;
- modify, adapt, translate, disassemble, decompile, or reverse engineer the Software, or attempt to derive its source code;
- remove, alter, or obscure any proprietary notices, labels, or marks on the Software;

- use the Software to develop competing products or for benchmarking purposes without prior written consent;
- share License Keys, dongle hardware, or activation credentials with unauthorized individuals;
- use an Academic License for commercial or for-profit activities;
- circumvent, disable, or interfere with any license protection, activation mechanism, or usage limitation.

16. Intellectual Property Rights

The Software, including all algorithms, source code, object code, architecture, user interface designs, documentation, and related materials, is and remains the exclusive intellectual property of OptiLayer GmbH, protected by German and international copyright laws, trade secret laws, and applicable treaties.

The User acquires no ownership interest in the Software. Any feedback, suggestions, or improvements communicated by the User to the Company may be used by the Company without obligation or compensation.

17. Ownership of Results

The User retains ownership of all coating designs, simulation results, characterization data, and other outputs generated by the User using the Software ("User Results"). The Company claims no rights in User Results.

However, the Company makes no representations or warranties regarding the accuracy, completeness, or fitness for purpose of User Results. The User is solely responsible for validating all User Results before relying on them in any application.

18. Installation and Activation

The Software may require online activation, periodic license verification, or a hardware dongle. The User agrees to:

- maintain a valid License Key and, where applicable, active internet connection for activation and verification;
- not tamper with, clone, or emulate hardware dongles or license server infrastructure;
- notify the Company immediately if a License Key or dongle is lost, stolen, or compromised.

The Company reserves the right to disable License Keys that are being used in violation of these Terms.

19. Updates and Support

If the User has an active maintenance and support agreement ("Support Agreement"), the Company will provide:

- software updates and bug fixes released during the Support Agreement period;
- technical support via email or designated channels during business hours;
- access to updated documentation and release notes.

The Company is not obligated to provide updates, new features, or support beyond the scope of the active Support Agreement. Support does not include on-site services, custom development, or training unless separately agreed.

20. Warranty Disclaimer

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- warranties of merchantability or fitness for a particular purpose;
- warranties of non-infringement of third-party intellectual property rights;
- warranties that the Software will be error-free, uninterrupted, or free of harmful components;
- warranties that results generated by the Software will be accurate, complete, or suitable for any specific application;
- warranties of compatibility with the User's hardware, operating system, or other software.

The Company does not warrant that the Software will meet the User's requirements or that any defects will be corrected.

21. Risk Acknowledgment

The User acknowledges and accepts the following risks associated with the use of the Software:

21.1 Computational and Algorithmic Risks

- Optical coating designs generated by the Software are based on mathematical models and numerical algorithms that may contain approximations, simplifications, or numerical instabilities.
- Optimization results depend on the quality and accuracy of input data (refractive indices, substrate parameters, spectral targets). Inaccurate inputs will produce unreliable results.
- Different optimization algorithms or initial conditions may yield different results for the same design problem.
- Convergence to a global optimum is not guaranteed; the Software may find local optima.
- Thin-film models assume ideal layer properties (uniform thickness, sharp interfaces, zero roughness) that may deviate significantly from real-world deposited coatings.

21.2 Manufacturing and Production Risks

- Designs generated by the Software have not been experimentally validated unless the User performs such validation independently.
- Real-world coating performance depends on deposition process parameters (rate, temperature, pressure, uniformity) that are outside the scope of the Software's models.
- Manufacturing tolerances, material inhomogeneities, and environmental conditions may cause actual performance to deviate from simulated predictions.
- The User is solely responsible for pilot runs, prototype testing, and qualification before series production.
- The Company bears no liability for coatings that fail quality control, do not meet specifications, or cause defects in finished products.

21.3 Safety-Critical and High-Risk Applications

- The Software is NOT certified or validated for use in safety-critical systems, including but not limited to: medical devices, life-support systems, nuclear facilities, aircraft or spacecraft components, weapons systems, or any application where failure could lead to death, bodily injury, or significant property damage.
- Use of the Software in such applications is entirely at the User's own risk.
- The User must independently validate and certify all designs intended for safety-critical use in accordance with applicable regulations (e.g., ISO 13485, DO-178C, IEC 61508, MIL-STD).

21.4 Data Loss and System Risks

- Software crashes, unexpected termination, or power failures may result in loss of unsaved work.
- Corrupted project files may be unrecoverable. The User is responsible for maintaining regular backups.
- Software updates may change behavior, defaults, or file formats, potentially affecting existing projects.
- The Company is not responsible for data loss resulting from hardware failures, operating system issues, third-party software conflicts, or User error.

21.5 Financial and Business Risks

- The User assumes all financial risk associated with decisions made based on the Software's outputs.
- The Company shall not be liable for lost profits, lost contracts, production delays, cost overruns, wasted materials, or any other economic loss arising from use of or reliance on the Software.
- No representations are made regarding the commercial viability of designs generated by the Software.

21.6 Regulatory and Compliance Risks

- The Software does not verify compliance with industry standards, export control regulations, environmental regulations, or other legal requirements applicable to the User's products.
- The User is solely responsible for ensuring that designs and products comply with all applicable local, national, and international regulations.
- Use of the Software does not constitute compliance certification of any kind.

22. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- The Company's total aggregate liability for all claims arising out of or related to the Software shall not exceed the license fees actually paid by the User in the twelve (12) months preceding the claim.
- The Company shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to: loss of profits, loss of revenue, loss of data, loss of goodwill, business interruption, cost of procurement of substitute goods or services, damages arising from reliance on Software outputs, or damages arising from production defects — even if the Company has been advised of the possibility of such damages.
- The Company shall not be liable for damages arising from: (a) use of the Software in combination with third-party products not approved by the Company; (b) modifications to the Software not made by the Company; (c) failure to install updates or patches provided by the Company; (d) use of the Software outside the scope of the license granted herein.

23. Indemnification

The User agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- the User's use of the Software or the Service;
- the User's reliance on designs, results, or outputs generated by the Software;
- products manufactured or sold using designs created with the Software;
- the User's violation of these Terms or applicable laws;
- claims by third parties arising from the User's products or designs.

24. Export Control

The Software may be subject to export control laws and regulations of Germany, the European Union, and other jurisdictions. The User agrees to comply with all applicable export control laws and shall not export or re-export the Software to any country, person, or entity prohibited by such laws.

25. Termination

This license is effective until terminated. The Company may terminate the license immediately if the User breaches any provision of these Terms. Upon termination:

- the User must cease all use of the Software and delete all copies;
- the User must return or destroy any hardware dongles provided by the Company;
- sections relating to Intellectual Property, Limitation of Liability, Indemnification, and Governing Law shall survive termination.

No refund of license fees shall be provided upon termination for breach.

26. Audit Rights

The Company reserves the right to verify the User's compliance with these Terms. Upon reasonable notice, the User shall provide access to relevant records and systems to confirm that the number of installations and users does not exceed the licensed quantity. If an audit reveals unauthorized use, the User shall promptly pay all applicable fees plus a 150% surcharge.

PART III — GENERAL PROVISIONS

27. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to its conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in Hanover, Germany.

28. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely achieves the economic purpose of the original.

29. Entire Agreement

These Terms, together with any applicable order forms, invoices, and Support Agreements, constitute the entire agreement between the User and the Company with respect to the subject matter hereof, and supersede all prior or contemporaneous communications, proposals, and agreements, whether oral or written.

30. No Waiver

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the Company.

31. Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to: natural disasters, pandemics, war, terrorism, government actions, power outages, internet disruptions, or failures of third-party services.

32. Modifications

The Company reserves the right to modify these Terms at any time by posting the updated version on its website or within the Software. Continued use of the Service or the Software after such modifications constitutes acceptance of the updated Terms. Material changes will be communicated via email or in-application notification at least thirty (30) days before taking effect.

33. Contact Information

If you have any questions regarding these Terms, please contact:

OptiLayer GmbH

Email: info@optilayer.com

Website: www.optilayer.com

By using the Service or the Software, you acknowledge that you have read, understood, and agree to be bound by these Terms.

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