

Measurement as a Service Terms and Conditions

Version: 1.1 | Last Updated: 21 July 2026

1. APPLICABILITY, DEFINITIONS AND FORMATION OF CONTRACT

1.1 Binding Agreement: These Measurement as a Service (MaaS) Terms and Conditions ("MaaS Terms") become a legally binding contract between kiutra GmbH ("kiutra") and the customer ("Customer")

upon the earlier of:

- (a) digital signature or electronic acceptance by the Customer; or
- (b) commencement of sample processing for the purpose of the measurement by kiutra upon receipt of samples from the Customer ("Sample").

1.2 Definitions: For the purposes of these MaaS Terms:

- "Sample" means any material, device or specimen provided by the Customer to kiutra for measurement.
- "Measurement" means the cryogenic measurement service described in the applicable Quote.
- "Quote" means a written offer issued by kiutra specifying scope, pricing and estimated timeline.
- "Online Platform" means kiutra's digital interface for data access and communication.
- "Measurement Window" means the scheduled time period allocated for performing the Measurement.

1.3 Document Structure: These MaaS Terms consist of these core terms and the following Annexes:

- Annex A: Sample Shipping & Preparation Instructions
- Annex B: Sample Arrival Protocol
- Annex C: Platform Terms of Use

1.4 General Terms & Conditions: These MaaS Terms supplement the General Terms and Conditions of kiutra, available at <https://kiutra.com/terms-and-conditions/>. In the event of a conflict, these Terms shall prevail regarding the Measurements and Samples.

2. SCOPE OF SERVICE AND EQUIPMENT

2.1 Service Definition:

- kiutra performs Measurements on Customer-provided Samples according to general scientific standards.
- kiutra provides raw data; no data interpretation, validation, certification, regulatory qualification, or scientific advisory service is included unless explicitly agreed in writing.
- kiutra does not warrant that Measurement results are suitable for any specific scientific, regulatory, industrial or commercial purpose. No guarantee of reproducibility across independent experiments is provided.

2.2 Equipment Category:

- kiutra will use at least comparable cryostat equipment as specified in the Quote but does not guarantee the use of a specific individual cryostat unit.
- kiutra does not guarantee specific noise levels, temperature stability thresholds, or performance parameters beyond general industry standards.

3. SAMPLE LOGISTICS, PREPARATION AND STORAGE

3.1 Preparation & Transport Risk:

- The Customer is solely responsible for preparing and packaging the Sample in full compliance with Annex A.
- The Customer bears all risks and costs for transport. kiutra is not responsible for Sample insurance.
- The Customer warrants that:
 - (a) the Sample is safe to handle,
 - (b) it complies with all applicable laws,
 - (c) it contains no prohibited materials,
 - (d) and it can withstand the agreed Measurement parameters (e.g., thermal cycling, vacuum, magnetic fields).

3.2 Arrival Protocol: Upon receipt, kiutra may perform an inspection according to Annex B. Damage documented therein is deemed to have occurred prior to kiutra's custody.

3.3 Storage & Disposal:

- After Measurement, kiutra stores Samples for 6 months under ambient conditions unless otherwise agreed.
- If not reclaimed within this period, kiutra may destroy the Samples without further notice.

- If a Sample violates the prohibited materials clause or presents safety risks, kiutra may immediately refuse handling and dispose of the Sample at the Customer's expense.

3.4 Equipment Damage: The Customer shall be liable for damages to kiutra's equipment caused by noncompliance with preparation instructions, contamination, hazardous materials, or undisclosed material properties. kiutra may invoice repair costs, cleaning costs, and documented downtime losses.

4. DATA DELIVERY, OWNERSHIP AND RETENTION

4.1 Delivery:

- Data is delivered via the Online Platform subject to Annex C.
- The format of delivered data is determined by kiutra's standard export format unless otherwise agreed in writing.

4.2 Customer Measurement Data: The Customer retains ownership of all data, results, metadata, files, measurement traces, and other information generated from its samples, devices, materials, or experiments ("Customer Measurement Data"). kiutra will not use any Customer Measurement Data it becomes aware of unless the Customer gives prior written consent for a specific purpose

4.3 System Operational Data: kiutra retains ownership of all data generated by the system concerning its technical operation, condition, and performance, including log files, sensor and temperature readings, error and event records, configuration and calibration data, usage statistics, and diagnostic information ("System Operational Data"). kiutra may use System Operational Data for installation, servicing, maintenance, remote support, warranty fulfilment, quality assurance, and, in aggregated or de-identified form, for the improvement of its products and services, subject to the confidentiality obligations of this Agreement.

4.4 Retention:

- kiutra stores Measurement data for two years, after which it may be deleted.
- The Customer is responsible for secure download and independent backup.

For the sake of clarity, kiutra shall not be liable towards Customer for any damages resulting from the accidental deletion of Measurement data prior to the expiry of two years.

5. INTELLECTUAL PROPERTY AND PUBLICATION

5.1 Technical IP: All technical configurations, cryostat designs, wiring diagrams, software interfaces, measurement workflows and know-how utilized by kiutra remain the exclusive intellectual property of kiutra.

5.2 No Reverse Engineering: The Customer shall not use Measurement results for reverse engineering, benchmarking or competitive analysis of kiutra's equipment or services.

5.3 Citation: Upon publication, the Customer must include: "All or parts of the data presented in this work have been measured by kiutra GmbH using kiutra's cryogenic services."

6. PRICING, SCHEDULING AND PAYMENT

6.1 Quotes: Prices in the kiutra online configurator are non-binding. Only written Quotes are binding. Quotes are confidential.

6.2 Payment Terms: Invoices are payable within 14 days of issuance without deduction. kiutra may require prepayment for new Customers or high-risk Measurements. Statutory default interest under German law applies in case of late payment.

6.3 Feedback Loop:

- If kiutra has technical queries, the Customer shall respond promptly. Otherwise, kiutra may proceed using standard parameters.
- Repeat Measurements caused by delayed or incomplete feedback are fully billable.

6.4 Cancellation and Rescheduling: If the Customer cancels:

- (a) more than 14 days before the Measurement Window: no cancellation fee.
- (b) less than 14 days before the Measurement Window: 50% of the quoted fee is payable.
- (c) after the Measurement Window has started: 100% of the quoted fee is payable.

7. WITHDRAWAL RIGHTS

7.1 kiutra Withdrawal: kiutra may withdraw if:

- (a) Sample quality leads to significantly higher effort or risk than quoted,
- (b) safety concerns arise,
- (c) export control restrictions apply,
- (d) payment obligations are not fulfilled.

7.2 Customer Withdrawal: The Customer may withdraw only if kiutra exceeds the planned Measurement Window by more than one month due to kiutra's sole fault.

8. LIABILITY

- 8.1 Unlimited Liability: kiutra shall be liable without limitation in cases of intent or gross negligence and for damages resulting from injury to life, body or health.
- 8.2 Limitation of Liability: In cases of slight negligence, kiutra's liability shall be limited to foreseeable, typical contractual damage and shall in total not exceed the net service fee paid for the respective Measurement.
- 8.3 Exclusion of Indirect Damages: To the extent permitted by law, kiutra shall not be liable for indirect or consequential damages, including but not limited to loss of profit, loss of research opportunity, replacement costs of Samples or loss of data.
- 8.4 Sample Risk: Samples remain at the Customer's risk. kiutra is not liable for degradation resulting from agreed Measurement conditions.

9. CONFIDENTIALITY

- Both parties shall treat confidential information as strictly confidential.
- The use of cameras, smartphones or recording devices on kiutra's premises is prohibited.

10. FORCE MAJEURE

kiutra shall not be liable for delays or failure in performance caused by events beyond its reasonable control, including force majeure, equipment breakdown, energy supply disruptions, governmental restrictions, export control measures, or supply chain interruptions.

11. EXPORT CONTROL

The Customer shall comply with all applicable export control laws. kiutra may refuse service if export restrictions apply.

12. GDPR / PRIVACY

Controller: kiutra GmbH

Legal Basis: Processing is carried out pursuant to:

- Art. 6(1)(b) GDPR (contract performance),
- Art. 6(1)(f) GDPR (legitimate interest in system security and service improvement).

Retention: Billing and compliance data may be stored for up to 10 years pursuant to statutory obligations.

Sub-processors: kiutra may use EU-based IT service providers under appropriate data processing agreements.

Data Subject Rights: Art. 15–21 GDPR rights apply.

13. MISCELLANEOUS

Applicable law: German law.

Jurisdiction: Munich.

Severability: Invalid provisions shall not affect the remainder.

ANNEX A: SAMPLE SHIPPING & PREPARATION INSTRUCTIONS

Sample Preparation: Clean, oil-free, particle-free.

Packaging: ESD-safe shielding, box-in-box with 5 cm cushioning.

Prohibited Materials: No hazardous, chemical, radioactive or pressurized materials.

ANNEX B: SAMPLE ARRIVAL PROTOCOL

Packaging Check: ☐ Intact ☐ Damaged

Pre-existing Damage: ☐ None ☐ Documented

Compliance Check: ☐ Compliant ☐ Non-compliant

ANNEX C: PLATFORM TERMS OF USE

- Access limited to data download.
- Credentials confidential.
- Access revoked 30 days after retention period expires.