License Agreement

VERSION 4.3b

COMSOL

COMSOL Software License Agreement

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Contact Information

Visit the Contact Us page at www.comsol.com/contact to submit general inquiries, contact Technical Support, or search for an address and phone number. You can also visit the Wordwide Sales Offices page at www.comsol.com/contact/offices for address and contact information.

If you need to contact Support, an online request form is located at the COMSOL Access page at www.comsol.com/support/case.

Other useful links include:

- Support Center: www.comsol.com/support
- Download COMSOL: www.comsol.com/support/download
- Product Updates: www.comsol.com/support/updates
- COMSOL Community: www.comsol.com/community
- Events: www.comsol.com/events
- COMSOL Video Center: www.comsol.com/video
- Support Knowledge Base: www.comsol.com/support/knowledgebase

Part No. CM010005

COMSOL Software License Agreement

CAREFULLY READ THE TERMS AND CONDITIONS (HEREINAFTER, "TERMS AND CONDITIONS") BELOW AND IN ANY APPLICABLE ADDENDUM BEFORE INSTALLING OR USING THE PROGRAMS OR DOCUMENTATION. YOUR RIGHT TO USE ANY PROGRAMS AND DOCUMENTATION IS CONDITIONED ON ACCEPTANCE OF, AND COMPLIANCE WITH, THESE TERMS AND CONDITIONS. INSTALLING OR USING THE PROGRAMS MEANS YOU HAVE ACCEPTED THE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, RETURN THE PROGRAMS AND RELATED MATERIAL UNUSED TO YOUR VENDOR FOR A REFUND OR CEASE ANY AND ALL ATTEMPTS TO DOWNLOAD AND INSTALL THE PROGRAMS AND DELETE ANY MATERIAL DOWNLOADED.

1 License Grant. During the term of this License Agreement ("Agreement"), COMSOL AB and any subsidiaries or affiliates of COMSOL AB ("we", "us", "our") grants to the licensee ("you", "your") a non-exclusive, non-transferable, limited license to install, run, use, operate, and perform (collectively "use") the COMSOL software ("Programs") and documentation with model examples therefor ("Documentation") as provided herein.

a Programs. You may license a named single user license ("NSL"), a CPU-locked single user license ("CPU"), or a floating network license ("FNL") version of the Programs under this Agreement. For an FNL license, your license rights are for the number of users set forth on our invoice or the purchase order we accept.

b Object Code. The license granted herein applies only to the object code version of the Programs. Licensee shall have no rights whatsoever with respect to the source code for the Programs.

c Ownership. All right, title and interest in and to the licensed Programs and Documentation, including without limitation, copyrights and trade secrets, are, and shall at all times remain, the exclusive property of us and/or our licensors, and you shall have no right, therein, except the expressly limited license rights granted herein.

d Non-transferable. You may not sell, license, sublicense, rent, or distribute any Program or Documentation, or make it available for use on a "time sharing" basis. You may transfer your rights hereunder only in accordance with Section 14.

e Reservation of Rights. You acknowledge that all rights with respect to the licensed Programs, whether now or hereafter existing, which are not expressly granted to you are reserved to us or our licensors. You shall not modify or create any derivative, compilation, or collective work involving the Programs. You shall take appropriate action by instruction, agreement, or otherwise with any persons

permitted access to the Programs, so as to enable you to satisfy all your obligations under the Terms and Conditions.

f License Subject to Payment. The license granted herein is contingent upon your timely and complete payment of all amounts due and payable to us.

g Use.

(i) If you have licensed the NSL version of the Programs, they may be installed and operated on one or more individual physical computers, provided the Programs are only accessible to, and operated by, a single licensed user designated by us as the "Named User" for that license. You may replace the named user for the license, on a temporary or permanent basis but no more than two (2) times a year, provided that only one licensed user is designated to us as the named user at any given time. The NSL version of the Programs may not be accessed or used over a network.

(ii) If you have licensed the CPU version of the Programs, a single individual may use one concurrent session of a Program on a single designated physical computer at any given time. The CPU version of the Programs may not be accessed or used over a network.

(iii) If you have licensed the FNL version of the Programs, they may be installed in a central location on a single dedicated network server. You may have as many sessions of a Program in use at any given time as you have licensed concurrent users. If the Programs have the ability to run as client and server on separate computers, only the FNL version gives you the right to use the Programs as client and server on separate computers. If the Programs have the ability to perform cluster computing, only the FNL version gives you the right to have the Programs perform cluster computing. Portions of the Programs may be installed on individual computers, as long as the individual installations are controlled by the license manager on the network server. You may not provide access to the FNL version of the Programs to users located outside the country in which the license manager server is installed unless you have contracted for wider use. For the purposes of this Agreement, all servers located in a member country of the North American Free Trade Agreement ("NAFTA") shall be considered located in the same country as those of the other NAFTA members.

(iv) If the NSL, CPU, and/or FNL versions of the Programs or the class kit option license ("CKL") version has been licensed by an Institution at Academic Prices (as such terms are defined in the Academic Addendum to this Agreement), your use of such Programs will be subject to the additional Terms and Conditions in the applicable Addendum to this Agreement.

(v) With respect to any of the foregoing licenses, you may use the Programs on multicore/multiprocessor computers.

(vi) You may make a backup copy of the Programs and Documentation as reasonably necessary to support the use of the Programs in accordance with this Agreement.

(vii) Regardless of which license you have, you may use the Programs only for your internal operations. For the purposes of this Agreement, "internal operations" means use of the Programs by your employees or those of your subsidiaries or parent company and for the performance of consulting or research

for third parties who engage you as an employee or independent contractor. You also shall not disclose any characteristics or technical capabilities of the Programs to any third party without our prior written authorization.

h No Reverse Engineering. You shall not decompile, reverse engineer, disassemble, isolate, separate, or otherwise attempt to derive source code from any Program(s) or Documentation, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. All copies of Programs and Documentation shall contain all copyright and proprietary notices as in the original. You shall not remove, obscure, or alter copyright notices, trademark notices, or other proprietary rights notices affixed to or contained within the licensed Programs or Documentation.

Notwithstanding anything else set forth in these Terms and Conditions to the contrary, you may reverse engineer, disassemble, isolate, separate, and modify only those files specifically listed in the offer.txt file that is included with the Programs, or listed under your licensed version of the Programs on www.comsol.com/legal/offer/. Upon request as set forth herein, for a period of three years following your acceptance of these Terms and Conditions, we will provide you with the source or object code needed to recreate any or all of only those files specifically listed in the offer.txt file that is included with the Programs, or listed under your licensed version of the Programs on www.comsol.com/legal/offer/. All requests pursuant to this Paragraph shall be made in writing and addressed by first class mail to the address set forth in the offer.txt file. We may charge a fee for sending you the code to cover our cost of distribution.

If you are a licensee in the European Union:

You may decompile, disassemble or otherwise reverse engineer the Programs only where any such act is necessary to create an independent program which is interoperable with the Programs or with another program or to observe, study, or test the functioning of the Programs solely to understand the ideas and principles which underlie any element of the Programs ("Permitted Objective") and provided that:

(i) the information necessary to achieve the Permitted Objective has not already been made available or has not been provided by us within a reasonable time after a written request to provide such information;

(ii) the compilation, disassembly, reverse-engineering, etc., is confined to those parts of the Programs necessary to achieve the Permitted Objective;

(iii) the information gained is not used for anything other than the Permitted Objective and is not disclosed to any other person except as may be necessary to achieve the Permitted Objective; and

(iv) the information obtained is not used to create a program(s) substantially similar in its expression to any Program(s), including, but not limited to,

expressions of the Programs in other computer languages, or for any other act restricted by copyright in the Programs.

i Authentication and Validation. We may use various technologies to authenticate and validate your use of the Programs and to process related information in our information systems.

j U.S. Government. If you are acquiring this license to the Programs on behalf of any unit or agency of the U.S. Government, the Government shall only have the rights for this Commercial Computer Software and Commercial Computer Software Documentation as set forth herein in accordance with the applicable Federal Acquisition Regulations for the acquisition of Commercial Computer Software and Commercial Computer Software Documentation. In particular, for units of the Department of Defense: the Government shall have only the rights specified in the license under which the Programs, as commercial computer software, and the Documentation, as commercial computer software documentation, were obtained, as set forth in subparagraph (a) of the Rights in Commercial Computer Software or Commercial Software Documentation Clause at DFARS 227.7202-3, therefore the rights set forth herein shall apply. For any other Government unit or agency: The Government shall have only the rights specified in this Agreement under which the Programs as commercial computer software and the Documentation as commercial computer software documentation were obtained, as set forth in FAR 12.212. When FAR clause 52.227-19 applies, the Government's rights include those set forth in paragraph (b)(2) of that clause, except that under no condition does this license extend to the source code of the Programs or otherwise obligate us to modify the Programs or Documentation for the Government.

Where the Programs as commercial computer software and the Documentation as commercial computer software documentation are licensed to the Government under a contract that includes FAR clause 52.227-19 or similar, the following Notice is incorporated herein:

> NOTICE—Notwithstanding this license agreement that may pertain to, or accompany the delivery of, this computer software (the Programs) and computer software documentation (the Documentation), the rights of the government regarding its use, reproduction, and disclosure are as set forth in clause 52.227-19(b)(2) of the Government Contract under which it was acquired.

If you are acquiring this license pursuant to work you are doing under a U.S. government contract, you agree that you will provide the government with the necessary disclosures, notices, and restricted rights legends, and take any other necessary steps, to ensure that the rights granted with respect to the Programs are no broader than as set forth herein.

k Trial Licenses. If you have been granted a license to a trial version of any Program, i.e., to test the Program without any payment obligation, you may not use the Program for any commercial or production use, i.e., you may use the Program only to test the functionality of the Program. Trial licenses shall be for the license type we specify and shall last for the length of time specified by us, in our sole discretion, and may be cancelled at any time by us, in our sole discretion.

Support shall be provided only for the length of time that the trial license is in effect, and there shall be no other maintenance services provided in connection with any trial licenses. We shall have no warranty obligations for trial licenses. With respect to trial licenses, this paragraph (k) shall prevail over any conflicting provisions in this Agreement.

l Protection and Confidentiality of Our Information. You acknowledge that the Programs contain trade secrets and other valuable and confidential information of ours and of licensors of information or materials to us, and you shall not act, or fail to act, in any way or manner to intentionally or negligently harm our or our licensors' rights in our or their respective intellectual property in the Programs and Documentation. The Programs, together with any other information learned in connection therewith that should reasonably be considered confidential under the circumstances, are "Confidential Information". You shall disclose Confidential Information of ours and our licensors only on a need-to-know basis to your employees; you may not disclose any Confidential Information of ours and our licensors to a third party; and you shall use all reasonable care to keep the Confidential Information of ours and our licensors confidential consistent with the grant of your licensed rights. In no event shall the obligations set forth in this Section 1(l) override any requirement imposed on any licensee using the Programs by or on behalf of any state or federal government within the U.S. by any public records, freedom of information, or similar law providing for public access to governmental records.

m Protection and Confidentiality of Your Information. If you wish to supply your own proprietary information for the purpose of obtaining maintenance and support pursuant to Paragraph 5 of this Agreement, you may do so by conspicuously marking any such information as "Confidential" and submitting such information solely through the web page:

https://secure.comsol.com/support/confidential.

All proprietary information marked and transmitted in the foregoing manner which derives actual or potential economic value from being kept confidential shall be considered "Confidential Information" for a period of fifteen days after its disclosure and thereafter shall continue to be considered Confidential Information only if, within fifteen days after such disclosure, you have delivered by first class mail or commercial courier to COMSOL, Inc., 1 New England Executive Park, Burlington, MA 01803 USA (Attn: Confidential Support), a written document or documents describing such Confidential Information and referencing the date, place, and manner of disclosure and identifying the person(s) who made the disclosure and the support case number where the disclosure was made. For a period of three years following the disclosure of any of your Confidential Information to us (to the extent the foregoing written document or documents describing such Confidential Information are delivered): we will disclose such Confidential Information only on a need-to-know basis to our employees; we will not disclose such Confidential Information to a third party; and we shall use all reasonable care to keep such

Confidential Information confidential consistent with your disclosure of such information to us.

n Exceptions to Confidentiality. The confidentiality obligation set forth in Section 1(m) shall not apply to any information or materials which (i) were in our possession before we received them from you; (ii) are or become publicly available through no fault of ours; (iii) are independently developed without reliance on the Confidential Information; (iv) are received from a third party with no duty of confidentiality to you; (v) are approved by you in writing for disclosure, or (vi) are made available by you to a third party without any restriction on disclosure. Furthermore, neither the obligations set forth in Section 1(m) nor our receipt of your Confidential Information shall be construed to limit us from independently developing or acquiring products or technologies without the use of your Confidential Information, nor to work with persons or entities that have independently developed information or materials similar to such Confidential Information. You acknowledge that we may be actively engaged in technical development related to the subject matter of your Confidential Information. You covenant not to sue or bring any action, claim, or proceeding against us, our subsidiaries or affiliates, or any of our or their officers, directors, employees, or contractors, based in whole or in part on the use, copying, or other exploitation of any Residuals. "Residuals" means any and all Confidential Information in intangible form that may be retained in the unaided memory of a person having had access to that information, including ideas, concepts, know-how, or techniques that are not recognizable or traceable to a party. We shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for the use of Residuals.

o Legal Proceedings/Government Investigations. We may provide any and all information provided to us to any party in response to a subpoena or to a judicial or administrative order requiring the production of such information or to any governmental authority in connection with the investigation and/or prosecution of any actual or potential crime. Notwithstanding the foregoing, we will undertake commercially reasonable measures to ensure that any production of your Confidential Information pursuant to this Section 1(o) is done in a manner that ensures the confidentiality of such Confidential Information shall be protected and will undertake commercially reasonable measures to give you notice reasonably in advance of any production of your Confidential Information in response to a subpoena or judicial or administrative order.

p Submissions. To the extent you suggest any improvements to the Programs or suggest any new product or service offerings, including ideas, concepts, proposals, or other materials in connection therewith (collectively, "Submissions"): (i) you represent and warrant that, to the best of your knowledge, such Submissions do not infringe any intellectual property rights of any third party; (ii) you acknowledge that we may use such Submissions but are under no obligation to do so; (iii) you grant to us a non-exclusive, irrevocable, world-wide license to reproduce, distribute, transmit, publicly display, publicly perform, modify, translate, make derivative works based on, manufacture, make, market, sell, offer to sell and/or otherwise use such Submissions and derivative works based thereon, in whole or in part, including, without limitation, by incorporating such Submissions, in whole or in part, within our Programs and/

or other programs, and occurring in or through any media now existing or existing at any time in the future, and to grant sublicenses to engage in the foregoing activities; (iv) you waive any right or claim to additional consideration for such Submissions beyond our review of your Submissions and the rights you receive under the Terms and Conditions (including any claim for payment or other compensation); and (v) you waive any right or claim to attribution in connection with any use we may make of such Submissions. To the extent we are not independently developing ideas, concepts, proposals, or other materials similar to the Submission(s), we may contact you regarding any Submissions for which we may want to consider seeking patent rights.

2 License Term. Unless terminated earlier according to the Terms and Conditions, this Agreement shall continue annually, for a term, or perpetually, as identified in the purchase order accepted by us or our invoice. Term licenses will end after their term, unless the then-current term license fee has been previously remitted to us. You shall have the right to use Programs licensed under a perpetual license indefinitely, subject to the termination as well as maintenance and support provisions of this Agreement.

3 Delivery. We may deliver the Programs and Documentation to you in archival form on DVD, CD-ROM or over the Internet with installation materials which specify the licensed Programs. You shall be responsible for all use of your installation materials, authorized or not, and you shall not disclose the archive installation materials or allow them to be used except for use as expressly permitted herein.

4 Compliance with Export Laws. The Programs are subject to U.S. and United Kingdom export control laws or other (U.S., U.K., and non-U.S.) governmental export and import laws and regulations ("Export Laws"). Notwithstanding any other term of this Agreement or any other agreement, neither you nor any third party may exercise any of your rights under this Agreement in violation of any Export Law, nor may this Agreement be transferred to any party where doing so would result in such a violation. The terms of any limitation on the use, transfer or re-export of the Programs imposed by us in any document for the purpose of export control shall prevail over any of the Terms and Conditions in this Agreement, but it shall be your responsibility to comply with the latest Export Law.

5 Maintenance and Support. Software maintenance service will terminate upon expiration of the initial software maintenance service term of twelve (12) months, which is included with the purchase of each license. Maintenance includes: (a) support by telephone, telefax, or electronic mail regarding the installation and/or use of the licensed Programs and their interaction with hardware, operating environments, and other software products except as set forth below, including the provision of installation materials; (b) subsequent releases of the Programs free of charge; and (c) reasonable commercial efforts to provide (i) workarounds within a reasonable time for any material programming errors in the current release of the Programs which are directly attributable to us, and (ii) correction of such errors in the next available release, provided you provide us with sufficient information to identify such errors. Maintenance services may be renewed, at the then-current price, as long as we offer such services. Maintenance services are limited to the latest two released versions of the Programs and do not include pre-releases such as alphas or betas. For this purpose, separate versions are defined by a change in a digit in the commercial version number. Maintenance services do not include installation and

maintenance of your operating system, operating system configuration and hardware support, cluster operating system installation, and cluster configuration and hardware support. Maintenance does not include the interaction of the Programs with software products in instances where our contractual obligations may prohibit us from supporting that interaction.

6 LIMITED WARRANTY.

a We warrant: (i) that we or our licensors have the right to grant the license rights hereunder; (ii) that for a period of ninety (90) days from delivery ("Warranty Period") the licensed Programs shall conform in all material respects to their functional specifications in the Documentation; and (iii) you may receive a full refund of the initial fee paid for the Programs if you terminate this Agreement within thirty (30) days of the date of the delivery of the first version of the Programs that we provide to you (the "Acceptance Period"). Delivery of subsequent versions of or upgrades to the Programs shall not enlarge or restart the Acceptance Period.

b If a Program does not operate as warranted and you notify us within the Warranty Period, your exclusive remedy and our sole liability shall be (i) the correction or workaround of major defects within a reasonable time, or (ii) if such correction or workaround prove neither satisfactory nor practical, termination of the relevant license and refund of the initial license fee paid to us for the Programs.

c All requests for warranty assistance should be directed to COMSOL AB, Tegnérgatan 23, SE-111 40 STOCKHOLM, Sweden.

d EXCEPT AS EXPRESSLY PROVIDED ABOVE, EXCEPT AS EXPRESSLY SPECIFIED IN SECTION 8, AND EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, THE PROGRAMS AND DOCUMENTATION ARE PROVIDED "AS IS AND WITH ALL FAULTS"; AND WE AND OUR LICENSORS, DISTRIBUTORS, AND RESELLERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF OUTPUT, LACK OF NEGLIGENCE, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE OR OUR DISTRIBUTORS OR RESELLERS HAVE BEEN INFORMED OF SUCH A PURPOSE) AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

7 Limitation Of Liability. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW AND EXCEPT FOR OUR INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8, OUR SOLE LIABILITY OR OBLIGATION ARISING UNDER OR RELATING TO THIS AGREEMENT (AND THE SOLE LIABILITY OF OUR LICENSORS, DISTRIBUTORS, AND RESELLERS RELATING TO THIS AGREEMENT) IS THE REPLACEMENT OF DEFECTIVE MEDIA ACCORDING TO THE LIMITED WARRANTY ABOVE. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW AND EXCEPT AS SET FORTH IN SECTION 8, IN NO EVENT SHALL WE OR OUR LICENSORS, DISTRIBUTORS, OR RESELLERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL

OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FROM THIRD PARTY CLAIMS, LOSS OF PROFITS, DATA, INVASION OF PRIVACY, FAILURE TO MEET ANY DUTY SUCH AS GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, OR ANY OTHER LOSS, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, E.G., WE ARE UNABLE TO REMEDY ANY DEFECT IN THE PROGRAMS. IN ANY EVENT, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW AND EXCEPT AS SET FORTH IN SECTION 8, OUR AND THEIR MAXIMUM LOSS, REGARDLESS OF ANY ACT OR OMISSION OF OURS OR ANYONE UNDER OUR DIRECTION OR CONTROL, SHALL NOT IN TOTAL EXCEED THE AGGREGATE AMOUNT PAID TO US IN THE SIX-MONTH PERIOD PRECEDING YOUR CLAIM(S), AND FOR SUCH PURPOSES, ALL CLAIMS SHALL BE AGGREGATED. The remedies against us and our licensors, distributors, and resellers expressly provided herein are exclusive and are in lieu of any other remedies at law or in equity. The fees and limitations of liability and remedies for the license to the Programs reflect the allocation of risk between the parties. This section is an essential element of the basis of the bargain between the parties.

8 Indemnification.

a By You. You agree to indemnify, defend, and hold harmless us and our parents, subsidiaries, affiliates, successors, distributors, and resellers, and each of our and their officers, directors, employees and representatives, against and from any and all actions, claims, demands, costs, liabilities, losses, expenses (including reasonable attorneys' fees and court costs, whether incurred as the result of a third party claim or a claim to enforce this provision) and other damages (collectively, "Losses") arising out of or in connection with any and all third party claims relating to any use of the Programs by you and any act or omission of yours, including third party claims related to your activities pursuant to this Agreement, except to the extent we indemnify you as described below. If you are a governmental user in a jurisdiction which limits your ability to enter into indemnification agreements, then the foregoing indemnification obligation shall apply only to the extent permitted by applicable law.

b By Us. We agree to indemnify, defend, and hold harmless you, your parents, subsidiaries, affiliates, and successors, and each of your and their officers, directors, employees and representatives, against and from, and to the extent you suffer, any Losses because the licensed Programs infringe a third party's intellectual property rights.

c Limitation. We shall have no liability or obligation to you hereunder for any infringement based upon (i) the combination of any of the licensed Programs with any other software, hardware or other products not developed by us, (ii) the use of other than a current, unaltered version of the licensed Programs, (iii) any use of a licensed Program for other than its intended purpose, (iv) modifications, improvements and derivative works of the licensed Programs created by or on behalf of you, or (v) if you breach this Agreement for failure to pay amount due.

d Cooperation. In connection with any claim or action described in this Section, the party seeking indemnification (i) will give the indemnifying party prompt

written notice of the claim, (ii) will cooperate with the indemnifying party (at the indemnifying party's expense) in connection with the defense and settlement of the claim, and (iii) will permit the indemnifying party to control the defense and settlement of the claim, provided that the indemnifying party may not settle the claim without the indemnified party's prior written consent (which will not be unreasonably withheld). Further, the indemnified party (at its cost) may participate in the defense and settlement of the claim.

9 Third Parties. You shall notify us of third parties (and give their respective names, addresses, and contact information) that have access to or use the licensed Programs on your behalf. This provision shall not limit your other obligations hereunder.

10 Prevailing Party. If any legal action or other proceeding is brought for any breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

11 Taxes. You shall be liable for any taxes (except those on our net income) due in connection with this Agreement.

12 Termination. We may terminate this Agreement by written notice to you if you breach any of the Terms and Conditions and have not cured such breach within sixty (60) days (within fifteen (15) days if the breach is for non-payment) thereafter. You may terminate this Agreement at any time for any reason, but you shall not be entitled to any refund except for license fees paid for any Programs for which the Acceptance Period has not expired at the time we receive your notice of termination.

13 Effect of Termination. Immediately upon termination of this Agreement for any reason, (a) your rights shall cease and all rights granted herein shall automatically revert to us; (b) you shall stop using the Programs and Documentation; (c) you shall erase all copies of licensed Programs and Documentation from your computers and deliver to us all tangible copies of the Programs and Documentation; (d) you shall pay all amounts due us; and (e) you shall take such acts and execute all documents we reasonably request to register or effect the termination. Within five (5) business days of the termination, you shall provide us with a written declaration signed under penalty of perjury by you attesting to compliance with the provisions of subsections (b), (c) and (d) above. Expiration or termination of this Agreement shall not relieve a party of obligations accrued before such event. In addition, Sections 1(c), 1(i), 1(l), 1(m), 1(n), 1(o), 7, 8, 10, 11, 13, 15, 16, and 17 of this Agreement and Sections 2, 3, 6, and 7 of the Licensee Application Addendum shall survive termination or expiration of this Agreement.

14 Assignment and Transfer. We may freely assign this Agreement. Unless you provide us with the identity and contact information of any prospective assignee or transferee of your rights and obligations hereunder and such transferee or assignee is acceptable to us, you may not assign or otherwise transfer this Agreement and its rights and obligations, in whole or in part, by operation of law or otherwise. In the case of any permitted assignment or transfer of your rights and obligations under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. We may charge you an administrative fee for any permitted assignment.

15 Revised Terms and Conditions. New releases of the Programs may be licensed under revised Terms and Conditions, and such revised Terms and Conditions shall be effective upon installation thereof.

16 Miscellaneous. You shall not grant any ownership right or security interest in the Programs to any person. You shall comply with all laws applicable to you in the jurisdiction in which you use the Programs. A breach of any provision of this Agreement may only be waived in writing and the waiver of such breach shall not operate or be construed as a waiver of any subsequent breach. If any of the Terms and Conditions should, for any reason, be held invalid or unenforceable in any respect, the remainder of this Agreement shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid or unenforceable provision to make it valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of laws principles. The parties agree that neither the U.N. Convention on Contracts for the International Sale of Goods nor the provisions of the Uniform Computer Information Transaction Act ("UCITA") as adopted or as may be adopted by any state shall apply or govern this Agreement or the relationship of the parties hereto. To the extent UCITA may be deemed applicable, the parties agree to opt out of its applicability pursuant to the opt out provisions contained therein. The parties consent to the exclusive personal jurisdiction of the state and federal courts in the Commonwealth of Massachusetts if there is any dispute between them. You may not bring any action against us or our licensors more than two (2) years after the cause of action accrued. To the extent permitted by law, you hereby waive any sovereign immunity that you would otherwise be entitled to assert with respect to any claim arising out of or relating to these Terms and Conditions. If you are a governmental user in a jurisdiction whose law restricts your ability to enter into agreements regarding the terms in this Section 16, then such Section shall be enforceable only to the extent permitted by applicable law; and the applicable law for the governance and construction of this Agreement and the applicable jurisdiction for disputes between the parties shall be dictated by any such legal requirement conflicting with this Section 16. If you acquired the Programs outside the United States, then any local laws conflicting with the selection of applicable law and jurisdiction in this Section shall be given precedence over this Section.

17 Entire Agreement. This Agreement and the applicable Addenda hereto (if relevant) contain the entire understanding of the parties with respect to the subject matter, and supersedes all prior, contemporaneous, and subsequent proposals, agreements, representations, and understandings. This Agreement may not be changed except as provided herein in a writing signed by you and us. No purchase order or any other standardized business form issued by you, and even if such purchase order or other standardized business form provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, add to or delete from the terms of this Agreement in any manner whatsoever, except that, if you are a governmental user in a jurisdiction where contractors are legally required to comply with applicable laws in order to sell a software license to that user's governmental unit or entity, then we shall comply with such laws, provided that we are informed in writing of any such requirements in advance, provided that such requirements do not conflict with any other laws applicable to our business

operations, and provided further that this provision may not be used to change the nature, scope, or duration of the rights you receive in the Programs, our maintenance obligations, or the financial terms of sale. Any acknowledgment, in any form, of any such purchase order or standardized business form is not recognized as a subsequent writing and will not act as acceptance of such terms.

Academic Addendum

This is an Addendum to the COMSOL Software License Agreement (the "Agreement"), and the Terms and Conditions of this Addendum are incorporated therein. Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Agreement.

Programs licensed to degree-granting educational institutions ("Institutions") at our educational discount ("Academic Prices") are subject to separate license provisions and are further restricted to use in connection with on-campus computing facilities that are used solely in support of classroom instruction and research activities of the Institution's students and faculty. The right to use the Programs licensed at Academic Prices for commercial, governmental, or contract work purposes is expressly prohibited. Academic Prices are offered by us at our sole discretion and we reserve the right to review eligibility from time to time.

1. General Scope. In addition to the Terms and Conditions in the Agreement and the Licensee Application Addendum (below), the provisions of this Academic Addendum apply to each Program licensed under the Agreement at prices offered only Institutions ("Academic Prices") for NSL, CPU, and FNL versions of the Programs, and for the class kit option license ("CKL"), as defined below.
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3. Class Kit Option. The CKL version of the Programs may be installed and used by up to 30 students including up to two teaching assistants for the sole purpose of teaching in an ordinary course, provided the Programs are used in classrooms for instructional purposes only by enrolled students meeting classroom requirements for courses and study offered by the Institution. Students may use the CKL Programs for homework use, and two teaching assistants may use the Programs for the purpose of lesson preparation. All non-classroom use is limited to a single designated individually-owned computer for each such student or teaching assistant during the period of the academic year when the applicable class is in session and solely for class purposes. When a student is not enrolled in the applicable class or the class ends, the student must remove all copies of the Programs from his or her computer. Any other use, including academic research, is expressly prohibited.
4. Academic Networked Installation and Use. The FNL and CKL versions of the Programs may only be used on a network that is restricted to solely on-campus use.
5. Class Kit Limited Rights. By selecting the CKL, the Institution and any users of the CKL agree to the Terms and Conditions of the Agreement and this Academic Addendum for use of the CKL for Academic Internal Operations. The Institution is responsible for ensuring that the total number of students for each Program in the CKL does not exceed 30 and the number of teaching assistants does not exceed two

(2). The Institution shall also be responsible for, and shall assign a central administrator the task of, accurately counting, controlling, and administering the use of the CKL, including without limitation, restricting its use to on-campus computing facilities and limiting its use to comply with Academic Internal Operations.

6 Support. Support requests for the CKL shall be made by the teaching assistants or the central administrator of the CKL.

Licensee Application Addendum

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INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FROM THIRD PARTY CLAIMS, LOSS OF PROFITS, DATA, INVASION OF PRIVACY, FAILURE TO MEET ANY DUTY SUCH AS GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, OR ANY OTHER LOSS, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY USE OF THE PROGRAMS IN CONNECTION WITH THE CREATION OR USE OF ANY LICENSEE APPLICATIONS OR FOR ANY CLAIMS BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO THE USE OF ANY LICENSEE APPLICATIONS.

7 Indemnification. In addition to the indemnification obligations set forth in Section 8 of the Terms and Conditions, you agree to indemnify, defend, and hold harmless us and our parents, subsidiaries, affiliates, successors, distributors, and resellers, and each of their officers, directors, employees and representatives, against and from any and all Losses arising out of or in connection with any and all third party claims arising out of or relating to any Licensee Applications created by you, used by you, or distributed by you or on your behalf. If you are a governmental user in a jurisdiction which limits your ability to enter into indemnification agreements, then the foregoing indemnification obligation shall apply only to the extent permitted by applicable law.