

END USER LICENSE AGREEMENT (EULA)

April 27, 2021

1. GRANT OF LICENSE

The software(s) You have ordered (individually and jointly the "Software") and the related database(s) You have ordered (individually and jointly the "Database") (individually and jointly the "Program") are licensed, not sold, by THERMO-CALC SOFTWARE AB ("TCSAB") or an agent appointed by TCSAB, pursuant to the terms and conditions of this End User License Agreement. TCSAB grants to You a non-transferable and non-exclusive license to use the Program in accordance with this End User License Agreement (the "Agreement"). "You" shall mean the party identified in TCSAB's quotation.

Your right to use the Program encompasses the right to use only the Software(s) and Database(s) which You have paid for, at the physical location(s) where the Program shall be used, as stated in TCSAB's quotation or as later confirmed by TCSAB in writing and as paid for by You] (each a "Site" and jointly the "Sites") and for the number of users You have paid for. You are responsible for any user's use of the Program in accordance with the terms of this Agreement.

Your right to install the Program on a server and one or more computers is governed by Your right to use the Program as set forth under Sections 3, 4, 5 and 6 (as applicable to Your license type), with the restrictions that follow in this Agreement.

Unless You have paid the fee for a perpetual licence, Your licence will automatically terminate at the end of the license period You have paid for. This is automatically controlled by the license key that enables You to use the Program.

This Agreement also covers all future upgrades of the Program and any future additional Single License(s) and Network License(s), and additions thereto, provided to You by TCSAB.

2. PROGRAM AND DOCUMENTATION; LICENSE KEYS

TCSAB provides You with a binary version of the Program with the capabilities set forth in the Program manuals. TCSAB shall provide You with electronic versions of the Program manuals. TCSAB grants to You the permission to print and duplicate all Program manuals for internal use.

TCSAB shall provide You with a license key enabling You to use the Program in accordance with the license type You have paid for. TCSAB has no obligation to provide You with any additional license keys (including any replacement license key) unless You have a valid maintenance and support agreement.

If requested by You and deemed necessary by TCSAB for the purpose of performing TCSAB's obligations under this Agreement, You shall at Your expense provide TCSAB with priority access to the relevant server or computer and shall make available Your expert systems personnel to assist with all local system interfaces.

3. SINGLE USER NODE LOCKED LICENSE

If You have paid the fee for a Single User Node Locked License, You may use the Program only on the Site and only by one user at a time on only one computer. If the Program is installed on a portable computer, You may use the Program temporarily outside of the Site. You may however not access or use the Program over a network or remotely.

You shall notify TCSAB of the Host ID of the computer on which You intend to use the Program and based on this TCSAB shall generate a license key enabling You to use the Program for that specific computer.

4. NETWORK LICENSE

If You have paid the fee for a Network License, You may use the Program on the number of Sites and by the number of users You have paid for on any computer connected with a server or similar network, provided however that the Program may only be used on computers within a maximum of seven subnets (with a wildcard character on only the third and fourth tuple following IP v4) of the network and that the user of the Program is employed or contracted to work at the Site(s). If You are a teaching institution, the user of the Program may also be a student registered at the teaching institution (full or part time), provided that the Program is only used for the purpose of fulfilling the student's obligations/commitments as part of the student's program. Users of the Program may access the Program over a network or remotely. It is however prohibited to share the Network License (including the Program) with any third party, or to use or allow the use of the Network License by users associated with another site, address or location other than the identified Site.

You shall notify TCSAB of the Host ID of the computer acting as license server and the IP domains of the client computers on which You intend to use the Program and based on this TCSAB shall generate a license key enabling You to use the Program for the client computers in the specified IP domains.

5. TRIAL LICENSE

The Trial License is a limited version of the Program for the sole purpose of evaluating the Program without any payment obligation. You may not use the Program for any commercial or production use, or research for third parties. Trial Licenses shall be granted for the type of license and the duration as specified by TCSAB and will automatically terminate at the end of such duration. The Trial License may be cancelled at any time by TCSAB at its sole discretion. TCSAB expressly excludes any warranties in relation to the use of a Trial License. With respect to Trial Licenses, this paragraph shall prevail over any conflicting provisions in this Agreement.

Section 9 and 10 of this Agreement does not apply to a Trial License. Any support and maintenance services for the Trial License will be provided on TCSAB's terms and at TCSAB's sole discretion.

6. FREE EDUCATIONAL PACKAGE

The Educational Package is a license to a limited version of the Program with educational material for teaching and learning without any payment obligation. The Program may only be used for educational purposes in an academic environment. You may use the Program on only one computer and by one user at a time. Your Educational Package license will automatically terminate approximately twelve (12) months after downloading and installing the Program, after which the Educational Package can be downloaded again and reinstalled.

Sections 9 and 10 of this Agreement do not apply to the Educational Package as it is provided free of charge and as no support and maintenance is provided.

7. RESTRICTIONS

a) All use of the Program shall be under the supervision and control of a Contact Person. You shall notify TCSAB of the name of the Contact Person and any changes to such Contact Person.

b) Only employees of the Site(s), consultants engaged to work on the Site(s) or, as the case may be, registered students, for which a license has been purchased may use the Program.

c) You are authorized to use the Program and the results developed by the Program only for your internal purposes.

d) For the purposes of clause (c), "internal purposes" means use of the Program for Your own internal business operations and includes use of the Program for the performance of consultancy services or research for third parties, where supplying the results of calculations using the Program is not the sole or main purpose of such consultancy or research

e) Notwithstanding clause (d), You are expressly not allowed to use the Program or any portion thereof, including the results generated by the Program, for providing data/calculations as a service, serving as an application service provider, providing batch processing services, or incorporating the Program or the results or any portion thereof into any other product for redistribution (whether for free or for a fee), or other similar activities.

f) Regardless of license type and notwithstanding the above, You are in no event allowed to, without the prior written permission of TCSAB, make available to third parties, publish or store in a public data repository, systematic mappings of results developed by the Program for generating e.g. look-up tables, neural networks or similar, which could circumvent the need of the Program to obtain the result(s) or compete with the Program, directly or indirectly. You are further not allowed to (i) modify, amend, alter, revise, enhance or otherwise change the Program, (ii) take any action, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Program's, (iii) copy, sell, license, sublicense, distribute, rent, lend or otherwise dispose of the Program, (iv) make derivative works of the Program, (v) make the Program or any portion thereof available to any third party, (vi) use the Program in a way that would endanger its quality as a trade secret or (vii) circumvent or remove any safety measures of the Program.

8. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Program is the proprietary information of TCSAB or its partners and that all copies of the Program, as well as proprietary rights in and to the Program, including all copyrights, patent and trade secret rights, are and shall remain the sole property of TCSAB or its partners, and that this Agreement grants You no title or rights of ownership in the Program. You agree not to remove or destroy any proprietary markings or legends placed upon or contained within the Program.

9. FEES

You shall pay to TCSAB or an agent appointed by TCSAB all fees for the license(s) and maintenance and support agreed upon between You and TCSAB.

In addition to the above-mentioned fees, You agree to pay all federal, state and local taxes or other taxes (exclusive of business privilege or franchise taxes levied on TCSAB), including, but not limited to, sales, use or excise taxes, or amounts levied in lieu thereof, based on fees and charges payable under this Agreement or based on Your use of the Program.

10. MAINTENANCE AND SUPPORT

Maintenance and support of the Software is governed by TCSAB's General Terms and Conditions for Software Maintenance and Support.

11. LIMITATION OF LIABILITY

You expressly acknowledge that (i) TCSAB does not guarantee or warrant the accuracy of results or otherwise obtained from the use of the Program, (ii) TCSAB does not guarantee or warrant that the Program is compatible with Your equipment and its software configuration, (iii) **TCSAB AND ITS PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE PROGRAM FOR ANY PURPOSE OR USE THEREOF OR BY ANY DEFECT OR DEFICIENCY THEREIN, OR BY THE SERVICES RENDERED UNDER THE MAINTENANCE AND SUPPORT AGREEMENT (IF ANY) OR BREACH THEREOF** (iv) the total liability of TCSAB and its partners under this Agreement, if any, shall not exceed the fee for the license paid by You during the preceding 12 months from when the incident giving rise to the claim occurred, and (v) no action, regardless of form, arising out of any transaction under this Agreement may be brought by You more than 12 months after You have, or by the exercise of reasonable diligence should have had, knowledge of the occurrence which gave rise to such action.



12. TERMINATION

TCSAB shall have the right, without further obligation or liability to You, to terminate this Agreement and Your license hereunder immediately upon Your breach of any provision of this Agreement. Your obligations under Section 7 (RESTRICTIONS) and the last Paragraph of this Section and Your obligation to pay all fees and charges accrued as of the date of any such termination shall survive any such termination. TCSAB's termination of this Agreement and/or repossession of the Program shall be without prejudice to any other remedies that TCSAB may lawfully have by virtue of Your breach.

You shall have the right without further obligation or liability to TCSAB, except for Your obligation to pay accrued fees and charges and Your obligations under Section 7 (RESTRICTIONS) and the last Paragraph of this Section, to terminate this Agreement and Your license hereunder if TCSAB breaches any provision of this Agreement and fails to remedy such breach within 30 days of written notification.

A party shall also have the right to terminate this Agreement prematurely if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.

You will not be entitled to a refund of any fees paid under this Agreement in the event of premature termination.

Upon the expiration or termination of this Agreement, the license and all other rights granted to You shall immediately cease, and You shall immediately (i) return the Program to TCSAB including all documentation and manuals and purge all copies of such documentation and manuals (if any) and the Program, and (ii) give TCSAB written certification that You have complied with the obligations under this Paragraph within 30 days of expiration or termination of this Agreement.

13. ACKNOWLEDGEMENT

You agree to provide suitable acknowledgment of the Program in publications and reports which use results generated by the Program (as such publications and reports may be allowed considering Section 7 (RESTRICTIONS)).

14. GENERAL PROVISIONS

This Agreement shall be governed by and constructed in accordance with the substantive laws of Sweden. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, TCSAB shall always be entitled to commence proceedings for the payment of any amount due in any court or authority having jurisdiction over You or any of Your assets.

THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL NEGOTIATIONS, CONVERSATIONS OR DISCUSSIONS HERETOFORE HAD BETWEEN THE PARTIES RELATING TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY ANY REPRESENTATIONS OR STATEMENTS, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED HEREIN.

This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.

If any provision of this Agreement is held invalid or unenforceable by an agent of competent jurisdiction, the remaining provisions shall nevertheless remain valid.