



END USER LICENSE AGREEMENT (EULA)

October 15, 2026

1. GRANT OF LICENSE

This Agreement applies to You if You are domiciled within the European Union or in any of the following countries: Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland, Turkey, or the United Kingdom. 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. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Legacy Subscription Terms.

"Perpetual License" means a license to the Program, whether to the Software, the Database(s), or both, for which You have paid the applicable one-time license fee in full, which does not expire by the passage of time. TCSAB does not offer new Perpetual Licenses to customers domiciled within the European Union or in any of the following countries: Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland, Turkey, or the United Kingdom as from 1 April 2027.

"Subscription License" means a license to the Program, whether to the Software, the Database(s), or both, granted on a recurring, time-limited basis (annual or for a fixed term as stated in TCSAB's quotation) and not as a Perpetual License. For the duration of a Subscription License, software and database updates, new releases and support, as further described in Section 11, are included without any additional fee or separate agreement.

"Legacy Subscription" means the subscription described in Section 11, available only to You if You hold a Perpetual License to the Software, which grants You a time-limited right to use subsequent versions of the Software made available to You under the Legacy Subscription, without affecting Your underlying Perpetual License.

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 (each a "Site" and jointly the "Sites"), as stated in TCSAB's quotation or as later confirmed by TCSAB in writing and as paid for by You and for the license type and 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, 6 and 7 (as applicable to Your license type), with the restrictions that follow in this Agreement.

Unless You have paid the fee for a Perpetual License, Your license is a Subscription License and 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 User Node Locked License(s), Named User 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 Legacy Subscription or Subscription License in place.

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.

TCSAB shall provide You with a username and password to activate the Program. Upon activation, the license shall be bound to the hardware of the specific physical computer on which the Program is activated and may be used only on that computer. The Program may not be installed, activated, or used on a virtual machine or in any other virtualized computing environment under a Single User Node Locked License. The Customer is entitled to transfer the license to another computer at the same designated site once in any twelve-month period, and TCSAB will provide a new license file for such transfer. Additional transfers require TCSAB's prior written approval.

4. NAMED USER LICENSE

If You have paid the fee for a Named User License, the Program may be used only by the individual user designated by You and registered with TCSAB as the named user (the "Named User"). The Named User must be employed or contracted to work at the Site for which the license has been purchased.

A Named User may install the Program on up to four computers or devices and may access and use the Program remotely, including when temporarily working outside the Site. The Named User may access or use the Program on only one computer or device at a time. The Named User License may not be shared with, transferred to, or used by any person other than the registered Named User. The Named User may run multiple simultaneous sessions of the Program on the same computer or device.

You shall notify TCSAB of the identity of the Named User. The Named User may be reassigned to another individual no more than twice in any twelve-month period, unless otherwise approved by TCSAB in writing.

5. 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 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.

TCSAB shall provide You with the necessary credentials or licensing configuration to activate and use the Program under a Floating License. License access and concurrent usage shall be managed either through an online licensing service designated by TCSAB, using a username and password or other authentication method, or through a license server installed and operated within Your local network, including environments without internet connectivity.

The number of concurrent users or instances of the Program shall not exceed the number of Floating License seats purchased by You. TCSAB shall determine the applicable licensing mechanism and provide the necessary instructions for activation and use.

6. 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 10 and 11 of this Agreement do not apply to a Trial License. Any support during the Trial License will be provided on TCSAB's terms and at TCSAB's sole discretion.

7. 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 10 and 11 of this Agreement do not apply to the Educational Package as it is provided free of charge and as no support is provided.

8. 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, i) make available to third parties, or publish or store in a public data repository, systematic mappings of results generated by the Program, ii) generate and disseminate look-up tables, surrogate models, neural networks or similar based on the results generated by the Program and which could circumvent the need of the Program to obtain the result(s) or compete with the Program, directly or indirectly. Except as provided in this Agreement, You are

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further not allowed to (and may not allow any third party to) (iii) modify, amend, alter, revise, enhance or otherwise change the Program, (iv) take any action, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Program's, (v) copy, sell, license, sublicense, distribute, rent, lend or otherwise dispose of the Program, (vi) make derivative works of the Program, (vii) make the Program or any portion thereof available to any third party, (viii) use the Program in a way that would endanger its quality as a trade secret or (ix) circumvent or remove any safety measures of the Program.

9. 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.

10. FEES

You shall pay to TCSAB or an agent appointed by TCSAB all fees for the license(s) and, as applicable, the Legacy Subscription or Subscription License 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.

11. SOFTWARE UPDATES AND SUPPORT

If You hold a Perpetual License to the Software, software updates and support of the Software (including functionality updates, new feature releases, advisory support and, subject to the below, upgrades to a new version of the Software) are provided under TCSAB's Legacy Subscription Terms.

If You hold a Subscription License, software updates, new releases and support of the Software and, as applicable, the Database(s) are included for the duration of Your Subscription License term, without any additional fee or separate agreement. Such support includes advice and assistance, up to a maximum of five (5) hours per year, on using the Software for a particular application, including assistance with the Software's user interfaces.

"Perpetual Version" means the version of the Software for which You hold a valid Perpetual License immediately prior to the commencement of the Legacy Subscription.

Unless otherwise expressly agreed in writing, any new version, update or upgrade of the Software provided to You under the Legacy Subscription is licensed to You on a time-limited basis for the duration of Your then-current Legacy Subscription term and any subsequent renewal thereof (and not as a Perpetual License), and does not become part of Your perpetual license rights. Upon expiry or termination of the Legacy Subscription, Your right to use such new versions, updates and upgrades shall cease, while Your right to use the Perpetual Version shall remain unaffected.

A new generation of the Software is a substantially redesigned or redeveloped version of the Software, typically involving significant changes to its architecture, functionality or user experience, rather than incremental improvements or regular new releases. Such a generation constitutes a separate product from the prior generation, whether marketed under the same or a different name. It is not included in, or made available under, an existing Legacy Subscription or Subscription License, and migration to it is subject to separate terms agreed with TCSAB, including as to license type and fees, as set out in TCSAB's then-current quotation.

12. 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 LEGACY SUBSCRIPTION OR SUBSCRIPTION LICENSE (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.

13. TERMINATION

TCSAB shall have the right, without further obligation or liability to You, to terminate this Agreement and Your license hereunder, including any Perpetual License, immediately upon Your breach of any provision of this Agreement. 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 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.

Notwithstanding the reasons for termination or expiry of the Agreement, the provisions and obligations of this Agreement that by their nature or context are intended to survive termination shall remain in full force and effect, including Section 8 (RESTRICTIONS), Your obligations under the last Paragraph of this Section and Your obligation to pay all fees and charges accrued as of the date of any such termination. For the avoidance of doubt, except where Your Perpetual License is terminated by TCSAB for Your breach of this Agreement in accordance with this Section 13, expiry or termination of a Legacy Subscription or of this Agreement shall not terminate or otherwise affect any Perpetual License

held by You prior to commencement of the Legacy Subscription. Upon expiry or termination of the Legacy Subscription, Your rights to use versions, updates and upgrades provided under the Legacy Subscription shall cease, but Your right to use the applicable Perpetual Version shall continue in accordance with this Agreement.

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, subject always to Section 13's provisions on surviving Perpetual License rights, 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.

14. 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 8 (RESTRICTIONS)).

15. 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.

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